



March 7, 2018

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

RE: Franchise Renewal – Time Warner Cable Northeast LLC, locally known as Charter Communications, and the Village of Lakewood, NY

Dear Secretary Burgess:

We are herewith filing via email, the following:

1. R-2 Application for Franchise Renewal, channel lineup and rates
2. Municipal Resolution granting renewal dated February 1, 2018
3. Fully executed copy of Franchise Renewal Agreement dated February 14, 2018
4. Copy of latest annual test data compiled for this part of the Division's CATV system (on file with Commission)
5. Published legal notices
6. Method of Service Form

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Meyerhofer".

Mark Meyerhofer
Director, Government Affairs
Charter Communications

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **TIME WARNER CABLE NORTHEAST LLC, locally known as Charter Communications** for renewal of its Certificate of Confirmation and Cable Television Franchise in the **VILLAGE OF LAKEWOOD**, County of Chautauqua, New York.

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

**Charter Communications
355 Chicago Street
Buffalo, NY 14204
(716) 686-4446**

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of video subscribers in each of the communities as of February, 2018 are:

Franchise Name	Subscribers		Subscribers
Bemus Point, Village of	215	Harmony, Town of	104
Busti, Town of	760	Jamestown, City of	6437
Carroll, Town of	507	Kiantone, Town of	253
Celoron, Village of	254	Lakewood, Village of	999
Cherry Creek, Village of	78	Mina, Town of	195
Clymer, Town of	190	North Harmony, Town of	223
Ellery, Town of	842	Panama, Village of	94
Ellicott, Town of	1259	Poland, Town of	309
Ellington, Town of	93	Sinclairville, Village of	170
Falconer, Village of	715	South Dayton, Village of	102
French Creek, Town of	51	Villanova, Town of	32

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

9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

Franchise Name	Plant Miles		Plant Miles
Bemus Point, Village of	0.80	Harmony, Town of	0.32
Brocton, Village	0.04	Jamestown, City of	3.17
Busti, Town of	0.00	Kiantone, Town of	0.00
Carroll, Town of	0.27	Lakewood, Village of	1.26
Cassadaga, Village	0.00	Mina, Town of	0.00
Celoron, Village of	0.00	North Harmony, Town of	0.00
Cherry Creek, Village of	0.71	Panama, Village of	0.00
Clymer, Town of	0.72	Poland, Town of	0.92
Ellery, Town of	1.38	Pomfret, Town	0
Ellicott, Town of	0.00	Portland, Town	0.65
Ellington, Town of	0.00	Sinclairville, Village of	0.00
Falconer, Village of	0.00	South Dayton, Village of	0.00
Fredonia, Village	5.62	Stockton, Town	0.00
French Creek, Town of	0.00	Villanova, Town of	0.00
Gerry, Town of	0.00		

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHz which was completed by end of 2000.
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.
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13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

WHEREFORE, the Applicant, Charter Communications, requests that the New York State Public Service Commission grant this application and approve renewal of the Village of Lakewood Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 03/05/18



By: _____
Mark Meyerhofer
Director, Government Affairs
Charter Communications

TV PACKAGES

SPECTRUM BASIC

(Includes Digital Music channels and the following services)

- 1 Spectrum News - Western New York
- 2 WGRZ - NBC
- 4 WIVB - CBS
- 5 WSEE - CBS
- 6 WUTV - FOX
- 7 WKBW - ABC
- 9 WNED - PBS
- 10 WNLO - The CW
- 12 WICU - NBC
- 13 WNYO - MyTV
- 16 WNYB - IND
- 18 WPXJ - ION
- 19 Public Access
- 23 C-SPAN
- 72 WBBZ - MeTV
- 83 NY State Legislature
- 159 QVC
- 176 HSN
- 188 Jewelry TV
- 194 EVINE
- 226 C-SPAN2
- 227 C-SPAN3
- 1240 WKBW - Laff
- 1241 WKBW - Escape
- 1245 WGRZ - Antenna TV
- 1246 WGRZ - TJN
- 1250 WUTV - ZUUS Country
- 1251 WUTV - Grit
- 1300 Leased Access
- 1301 Public Access

SPECTRUM SELECT

(Includes Spectrum TV Basic and the following services)

- 11 Hallmark Channel
- 17 TLC
- 20 TBS
- 22 WGN America
- 25 TNT
- 26 AMC
- 27 USA Network
- 28 CNN
- 29 HLN
- 30 The Weather Channel
- 31 msnbc
- 32 CNBC
- 33 Freeform
- 35 Discovery Channel
- 39 ESPN
- 40 ESPN2
- 41 Lifetime
- 42 MSG
- 43 YES Network
- 44 A&E
- 46 SportsNet New York
- 47 Syfy
- 48 HISTORY
- 49 Cartoon Network
- 50 EWTN
- 54 Food Network
- 56 FX
- 57 MSG Plus
- 58 FOX News Channel
- 60 HGTV
- 61 truTV
- 62 Disney Channel
- 64 E!
- 67 WE tv
- 69 Bravo
- 109 FXX
- 110 BBC America
- 129 National Geographic
- 138 Investigation Discovery
- 171 Oxygen
- 206 FOX Business Network
- 207 Bloomberg Television
- 314 NBC Sports Network
- 384 SEC Network
- 385 SEC Extra
- 400 FOX Sports 1
- 403 Velocity
- 461 INSP
- 463 Daystar
- 464 TBN
- 471 Hillsong Channel
- 481 QVC2
- 482 Shop Zeal 1
- 484 HSN2
- 485 Shop Zeal 3
- 486 Shop Zeal 4
- 488 Shop Zeal 5
- 489 Shop Zeal 2
- 490 Gem Shopping Net
- 492 Liquidation Channel
- 495 SonLife
- 625 SundanceTV
- 627 IFC
- 629 Hallmark Mov. & Myst.
- 632 FX Movie Channel
- 827 Galavisión

SPECTRUM TV SILVER

(Includes Spectrum TV Select and the following channels)

Digi Tier 1

- 24 OWN
- 45 Golf Channel
- 53 Animal Planet
- 55 Travel Channel
- 63 CMT

- 65 TCM
- 68 FM
- 70 Discovery Life Channel
- 71 LMN
- 119 MTV2
- 120 MTV Classic
- 124 UP
- 128 Reelz
- 130 Nat Geo Wild
- 131 Smithsonian Channel
- 133 Viceland
- 134 fyi
- 145 El Rey Network
- 161 DIY Network
- 163 Cooking Channel
- 169 Fuse
- 174 Lifetime Real Women
- 177 GSN
- 179 LOGO
- 182 BET HER
- 185 ASPIRE TV
- 187 Ovation
- 209 BBC World News
- 210 i24
- 213 Radar
- 215 Spectrum News - NY1
- 254 Disney Junior
- 255 Universal Kids
- 256 Baby First TV
- 257 Nick Jr.
- 262 Nicktoons
- 263 TeenNick
- 265 Disney XD
- 286 MTV Live
- 287 BET Jams
- 288 Nick Music
- 290 BET Soul
- 291 REVOLT
- 295 GAC
- 297 RFD-TV
- 299 AXS TV
- 302 ESPNEWS
- 306 MLB Network
- 308 NBA TV
- 310 NFL Network
- 315 CBS Sports Network
- 316 Olympic Channel
- 370 ESPNU
- 401 FOX Sports 2
- 406 Tennis Channel
- 440 ESPN Deportes
- 442 FOX Deportes
- 465 BYUtv
- 474 The Impact Network
- 625 SundanceTV
- 627 IFC
- 898 NBC Universo
- 899 Tr3s

HBO

- 511 HBO - E
- 512 HBO 2 - E
- 513 HBO Signature - E
- 514 HBO Family - E
- 515 HBO Comedy - E
- 516 HBO Zone - E
- 517 HBO Latino - E

Cinemax

- 531 Cinemax - E
- 532 MoreMAX - E
- 533 ActionMAX - E
- 534 ThrillerMAX - E
- 535 OuterMAX - E
- 536 Cinemáx - E
- 537 5 StarMAX - E
- 538 MovieMAX - E

Showtime

- 551 Showtime - E
- 552 SHO 2 - E
- 553 Showtime Showcase-E
- 554 SHO Extreme - E
- 555 SHO Beyond - E
- 556 SHO Next - E
- 557 SHO Women - E
- 558 Showtime Fam Zn

SPECTRUM TV GOLD

(Includes Spectrum TV Silver and the following channels)

Digi Tier 2

- 14 BET
- 34 Nickelodeon
- 36 Paramount Network
- 37 VHI
- 38 MTV
- 51 TV Land
- 66 Comedy Central
- 135 Destination America
- 136 Science Channel
- 137 Crime & Investigation
- 140 American Heroes Ch.
- 141 Military History
- 175 Pop
- 182 BET HER
- 208 CNBC World
- 253 Boomerang
- 266 Discovery Family
- 287 BET Jams
- 290 BET Soul
- 303 ESPN Classic
- 307 MLB Strike Zone
- 310 NFL Network
- 311 NFL RedZone
- 312 NHL Network
- 371 ESPN GoalLn/BasesLd
- 372 FCS Atlantic

- 373 FCS Central
- 374 FCS Pacific
- 375 PAC-12 Network
- 376 PAC-12 Los Angeles
- 377 PAC-12 Arizona
- 378 PAC-12 Washington
- 379 PAC-12 Oregon
- 380 PAC-12 Mountain
- 381 PAC-12 Bay Area
- 382 BTN
- 392-399 ESPN College Extra
- 408 Outdoor Channel
- 413 TVG
- 417 BeIN SPORTS
- 419 FOX Soccer Plus
- 443 BeIN SPORTS Español
- 468 The Cowboy Channel
- 469 Jewish Life TV
- 620 MoviePlex
- 621 IndiePlex
- 622 RetroPlex
- 623 FLIX - E
- 640 HDNet Movies
- 1554 Willow TV

TMC

- 571 TMC - E
- 572 TMC Extra - E

STARZ

- 581 Starz - E
- 582 Starz Edge - E
- 583 Starz in Black - E
- 584 Starz Kids & Fam. - E
- 585 Starz Cinema - E
- 586 Starz Comedy - E

STARZ ENCORE

- 602 StarzEncore - E
- 603 StarzEncore Action-E
- 604 StarzEncore Black-E
- 605 StarzEncore Classic-E
- 606 StarzEncore Susp-E
- 607 StarzEncore Wstns-E
- 608 StarzEncore Fam-E

MULTICULTURAL CHANNELS

LATINO VIEW

- 15 Telemundo
- 145 El Rey Network
- 416 GOL TV
- 417 BeIN SPORTS
- 440 ESPN Deportes
- 442 FOX Deportes
- 443 BeIN SPORTS Español
- 804 azteca
- 806 Azteca América
- 811 Estrella TV
- 827 Galavisión
- 834 CNN en Español
- 841 Mexico 22
- 842 Estudio 5
- 843 Multimedios Televisión
- 844 Once Canal
- 845 TeleFórmula
- 847 FOROTV
- 849 Ultra Docu
- 850 Canal Sur
- 853 SUR Perú
- 855 TV Chile
- 856 Caracol
- 857 RCN Nuestra Tele
- 860 CentroamericaTV
- 861 Tele El Salvador
- 865 Ecuavisa Internacional
- 867 TV Venezuela
- 870 Super Canal
- 871 Telemicro
- 872 Television Dominicana
- 874 WAPA América
- 875 Cubaplay
- 877 Antena 3 Internacional
- 891 FOX Life
- 895 Univisión tlnovelas
- 898 NBC Universo
- 899 Tr3s
- 910 Bandamax
- 911 Ritmosan Latino
- 912 TeleHit
- 913 Video Rola
- 915 Ultra Fiesta
- 918 Ultra Familia
- 919 Ultra Kidz
- 921 Cartoon Network (SAP)
- 922 Semillitas
- 923 ¡Sorpresa! TV
- 924 Discovery Familia
- 925 Disney XD
- 926 Atrés Series
- 928 BabyFirstTV (SAP)
- 929 BabyTV (SAP)
- 930 Discovery en Español
- 931 Nat Geo Mundo
- 932 HISTORY en Español
- 933 HITN
- 935 Mexicanal
- 936 El Garage TV
- 937 Ultra Macho
- 945 EWTN en Español
- 946 TBN Enlace USA
- 962 AyM Sports
- 971 Cinelatino
- 972 Cine Mexicano
- 979 De Película Clásico
- 980 De Película
- 982 ViendoMovies
- 983 Ultra Mex
- 984 Ultra Cine

985 Ultra Clásico

MI PLAN LATINO

(Includes Spectrum TV Basic, Latino and the following services)

- 11 Hallmark Channel
- 17 TLC
- 20 TBS
- 25 TNT
- 26 AMC
- 27 USA Network
- 30 The Weather Channel
- 33 Freeform
- 35 Discovery Channel
- 44 A&E
- 48 HISTORY
- 49 Cartoon Network
- 54 Food Network
- 56 FX
- 60 HGTV
- 62 Disney Channel
- 64 E!
- 66 Comedy Central
- 69 Bravo
- 138 Investigation Discovery
- 254 Disney Junior
- 629 Hallmark Mov. & Myst.

OTHER SERVICES

- 595 EPIX
- 597 EPIX 2 - E
- 598 EPIX HITS
- 599 EPIX Drive-In
- 650 iN DEMAND Previews
- 651 HD Pay-Per-View
- 660 iN DEMAND 1
- 661 iN DEMAND 2
- 700-722 MLB Extra Innings
- 725-743 NBA League Pass
- 1400 ZTC Chinese
- 1401 CCTV-4
- 1403 Phoenix N. America
- 1404 Phoenix InfoNews
- 1422 TVB1 Cantonese
- 1423 TVB2 Cantonese
- 1424 TVBE Cantonese
- 1425 TVBS Mandarin
- 1450 The Filipino Channel
- 1452 GMA Pinoy TV
- 1453 GMA Life TV
- 1456 DZBB Filipino Audio
- 1457 DWLS Filipino Audio
- 1500 TV Japan
- 1515 SBN (Vietnamese)
- 1516 TVBV Vietnamese
- 1532 Sahara Filmy
- 1533 ZEE TV
- 1539 ITV Gold
- 1540 SWAGAT TV
- 1541 SET Asia
- 1542 TV Asia
- 1550 STAR India GOLD
- 1551 ABP News
- 1552 Life OK Hindi
- 1553 STAR India PLUS
- 1554 Willow TV
- 1557 New Delhi TV Limited
- 1575 TV5MONDE
- 1581 RAI Italia
- 1592 TVP Polonia
- 1595 Polish Radio 1
- 1596 Polish Radio 3
- 1610 RTN (Russian)
- 1612 CIR (Russia)
- 1613 RTVI (Russian)
- 1621 Russian Kino
- 1632 ART Cable
- 1802 Hustler TV
- 1805 Penthouse TV (Prem.)
- 1807 REAL
- 1809 TEN
- 1811 Playboy TV
- 1812 Playboy TV en Español
- 1828 Manhandle
- 1901-1916 Music Choice
- 1918-1932 Music Choice
- 1934-1950 Music Choice

ALPHABETICAL CHANNEL LIST

5 StarMAX - E.....	537	DWLS Filipino Audio... 1457	IFC.....	627	Playboy TV en Español 1812	TeleFórmula.....	845	ZEE TV.....	1533
A&E.....	44	DZBB Filipino Audio... 1456	iN DEMAND 1.....	660	Polish Radio 1.....	TeleHit.....	912	ZTC Chinese.....	1400
ABP News.....	1551	E!.....	iN DEMAND 2.....	661	Polish Radio 3.....	Telemicro.....	871		
ActionMAX - E.....	533	Ecuavisa Internacional . 865	iN DEMAND Previews . 650		Pop.....	Telemundo.....	15		
AMC.....	26	El Garage TV.....	IndiePlex.....	621	Public Access.....	Television Dominicana . 872			
American Heroes Ch... 140		El Rey Network.....	INSP.....	461	Public Access.....	TEN.....	1809		
Animal Planet.....	53	EPIX.....	Investigation Discovery . 138		QVC.....	Tennis Channel.....	406		
Antena 3 Internacional. 877		EPIX 2 - E.....	ITV Gold.....	1539	QVC2.....	The Cowboy Channel... 468			
ART Cable.....	1632	EPIX Drive-In.....	Jewelry TV.....	188	Radar.....	The Filipino Channel... 1450			
ASPIRE TV.....	185	EPIX HITS.....	Jewish Life TV.....	469	RAI Italia.....	The Impact Network... 474			
Atres Series.....	926	ESPN.....	Leased Access.....	1300	RCN Nuestra Tele.....	The Weather Channel... 30			
AXS TV.....	299	ESPN Classic.....	Life OK Hindi.....	1552	REAL.....	ThrillerMAX - E.....	534		
AyM Sports.....	962	ESPN College Extra.....	Lifetime.....	41	Reelz.....	TLC.....	17		
azteca.....	804	392-399.....	Lifetime Real Women... 174		RetroPlex.....	TMC - E.....	571		
Azteca América.....	806	ESPN Deportes.....	Liquidation Channel... 492		REVOLT.....	TMC Extra - E.....	572		
Baby First TV.....	256	ESPN GoalLn/BasesLd. 371	LMN.....	71	RFDTV.....	TNT.....	25		
BabyFirstTV (SAP).....	928	ESPN2.....	LOGO.....	179	Ritmosan Latino.....	Tr3s.....	899		
BabyTV (SAP).....	929	ESPNEWS.....	Manhandle.....	1828	RTN (Russian).....	Travel Channel.....	55		
Bandamax.....	910	ESPNU.....	Mexicanal.....	935	RTVI (Russian).....	truTV.....	61		
BBC America.....	110	Estrella TV.....	Mexico 22.....	841	Russian Kino.....	TV Asia.....	1542		
BBC World News.....	209	Estudio 5.....	Military History.....	141	Sahara Filmy.....	TV Chile.....	855		
BeIN SPORTS.....	417	EVINE.....	MLB Extra Innings. 700-722		SBN (Vietnamese).....	TV Japan.....	1500		
BeIN SPORTS Español 443		EWTN.....	MLB Network.....	306	Science Channel.....	TV Land.....	51		
BET.....	14	EWTN en Español.....	MLB Strike Zone.....	307	SEC Extra.....	TV Venezuela.....	867		
BET HER.....	182	FCS Atlantic.....	MoreMAX - E.....	532	SEC Network.....	TV5MONDE.....	1575		
BET Jams.....	287	FCS Central.....	MovieMAX - E.....	538	Semillitas.....	TVBI Cantonese.....	1422		
BET Soul.....	290	FCS Pacific.....	MoviePlex.....	620	SET Asia.....	TVB2 Cantonese.....	1423		
Bloomberg Television... 207		FLIX - E.....	MSG.....	42	SHO 2 - E.....	TVBE Cantonese.....	1424		
Boomerang.....	253	FM.....	MSG Plus.....	57	SHO Beyond - E.....	TVBS Mandarin.....	1425		
Bravo.....	69	Food Network.....	msnbc.....	31	SHO Extreme - E.....	TVBV Vietnamese.....	1516		
BTN.....	382	FOROTV.....	MTV.....	38	SHO Next - E.....	TVG.....	413		
BYUtv.....	465	FOX Business Network 206	MTV Classic.....	120	SHO Women - E.....	TVP Polonia.....	1592		
C-SPAN.....	23	FOX Deportes.....	MTV Live.....	286	Shop Zeal 1.....	Ultra Cine.....	984		
C-SPAN2.....	226	FOX Life.....	MTV2.....	119	Shop Zeal 2.....	Ultra Clásico.....	985		
C-SPAN3.....	227	FOX News Channel.....	Multimedios Televisión . 843		Shop Zeal 3.....	Ultra Docu.....	849		
CIR (Russia).....	1612	FOX Soccer Plus.....	Music Choice.....	1901-1916	Shop Zeal 4.....	Ultra Familia.....	918		
Canal Sur.....	850	FOX Sports 1.....	Music Choice.....	1918-1932	Shop Zeal 5.....	Ultra Fiesta.....	915		
Caracol.....	856	FOX Sports 2.....	Nat Geo Mundo.....	931	Showtime - E.....	Ultra Kidz.....	919		
Cartoon Network.....	49	Freeform.....	Nat Geo Wild.....	130	Showtime Fam Zn.....	Ultra Macho.....	937		
Cartoon Network (SAP) 921		Fuse.....	National Geographic..... 129		Showtime Showcase-E 553	Ultra Mex.....	983		
CBS Sports Network.... 315		FX.....	NBA League Pass.. 725-743		Smithsonian Channel.... 131	Univisión tlnovelas..... 895			
CCTV-4.....	1401	FX Movie Channel.....	NBA TV.....	308	SonLife.....	UP.....	124		
CentroamericaTV.....	860	FXX.....	NBC Sports Network... 314		iSorpresa! TV.....	USA Network.....	27		
Cine Mexicano.....	972	fyi.....	NBC Universo.....	898	Spectrum News - NY1... 215	Velocity.....	403		
Cinelatino.....	971	GAC.....	New Delhi TV Limited. 1557		Spectrum News - Western New York.....	VH1.....	37		
Cinemax - E.....	531	Galavisión.....	NFL Network.....	310	SportsNet New York.... 46	Viceland.....	133		
Cinemax - E.....	536	Gem Shopping Net.... 490	NFL RedZone.....	311	STAR India GOLD.....	Video Rola.....	913		
CMT.....	63	GMA Life TV.....	NHL Network.....	312	STAR India PLUS.....	ViendoMovies.....	982		
CNBC.....	32	GMA Pinoy TV.....	Nick Jr.....	257	Starz - E.....	WAPA América.....	874		
CNBC World.....	208	GOL TV.....	Nick Music.....	288	Starz Cinema - E.....	WBBZ - MeTV.....	72		
CNN.....	28	Golf Channel.....	Nickelodeon.....	34	Starz Comedy - E.....	WE tv.....	67		
CNN en Español.....	834	GSN.....	Nicktoons.....	262	Starz Edge - E.....	WGN America.....	22		
Comedy Central.....	66	Hallmark Channel.....	NY State Legislature... 83		Starz in Black - E.....	WGRZ - Antenna TV... 1245			
Cooking Channel.....	163	Hallmark Mov. & Myst... 629	Olympic Channel.....	316	Starz Kids & Fam. - E... 584	WGRZ - NBC.....	2		
Crime & Investigation... 137		HBO - E.....	Once Canal.....	844	Starz Encore - E.....	WGRZ - TJN.....	1246		
Cubaplay.....	875	HBO 2 - E.....	Outdoor Channel.....	408	Starz Encore Action-E... 603	WICU - NBC.....	12		
Daystar.....	463	HBO Comedy - E.....	OuterMAX - E.....	535	Starz Encore Black-E... 604	Willow TV.....	1554		
De Película.....	980	HBO Family - E.....	Ovation.....	187	Starz Encore Classic-E... 605	WIVB - CBS.....	4		
De Película Clásico..... 979		HBO Latino - E.....	OWN.....	24	Starz Encore Fam-E..... 608	WKBW - ABC.....	7		
Destination America.... 135		HBO Signature - E.....	Oxygen.....	171	Starz Encore Black-E... 606	WKBW - Escape.....	1241		
Discovery Channel.....	35	HBO Zone - E.....	PAC-12 Arizona.....	377	Starz Encore Wstns-E... 607	WKBW - Laff.....	1240		
Discovery en Español... 930		HD Pay-Per-View.....	PAC-12 Bay Area.....	381	SundanceTV.....	WNED - PBS.....	9		
Discovery Familia.....	924	HDNet Movies.....	PAC-12 Los Angeles... 376		Super Canal.....	WNLO - The CW.....	10		
Discovery Family.....	266	HGTV.....	PAC-12 Mountain.....	380	SUR Perú.....	WNYB - IND.....	16		
Discovery Life Channel... 70		Hillsong Channel.....	PAC-12 Network.....	375	SWAGAT TV.....	WNYO - MyTV.....	13		
Disney Channel.....	62	HISTORY.....	PAC-12 Oregon.....	379	Syfy.....	WPXJ - ION.....	18		
Disney Junior.....	254	HISTORY en Español... 932	PAC-12 Washington... 378		TBN.....	WSEE - CBS.....	5		
Disney XD.....	265	HITN.....	Paramount Network.... 36		TBN Enlace USA.....	WUTV - FOX.....	6		
Disney XD.....	925	HLN.....	Penthouse TV (Prem) 1805		TBS.....	WUTV - Grit.....	1251		
DIY Network.....	161	HSN.....	Phoenix InfoNews..... 1404		TCM.....	WUTV - ZUUS Country... 1250			
		HSN2.....	Phoenix N. America... 1403		TeenNick.....	YES Network.....	43		
		Hustler TV.....	Playboy TV.....	1811	Tele El Salvador.....				
		i24.....							

RESIDENTIAL SERVICES AND RATES

TV PACKAGES (PER MONTH)

Spectrum Basic	\$23.89
Spectrum Select	\$64.99
Spectrum Silver	\$84.99
Spectrum Gold	\$104.99

A LA CARTE (PER MONTH)⁶

Digi Tier 1	\$12.00
Digi Tier 2	\$12.00

PREMIUM CHANNELS (PER MONTH)

HBO	\$15.00
CINEMAX	\$15.00
SHOWTIME	\$15.00
TMC	\$15.00
STARZ	\$15.00
STARZ ENCORE	\$15.00
EPIX	\$15.00

MULTICULTURAL CHANNELS (PER MONTH)

Latino View	\$7.99
Mi Plan Latino	\$44.99

OTHER SERVICES (PER MONTH)

Too Much For TV On Demand	\$14.99
Here TV On Demand	\$7.99
Disney Family Movies On Demand	\$4.99
Disney On Demand	\$3.99
DW Amerika	\$9.99
Filipino Pass Plus	\$24.99
Mandarin Language Pack	\$19.99
TV Polonia & Polski Radio	\$19.99
TV5MONDE	\$9.95
TVB Jade World	\$39.99
TVJAPAN	\$24.99
SBTN & TVBV	\$19.99
Rai Italia	\$9.95
Russian Language Package	\$25.99
Hindi	\$19.99-\$69.99
Hustler	\$15.99
Manhandle	\$15.99
VIVID	\$15.99
ART	\$12.99
Playboy TV	\$16.95
Adult 3-Pack	\$29.99

INSTALLATION/SERVICE CALL (PER ACTIVITY)

Primary Installation/Reconnect (when truck roll required) ^A	\$49.99
Trip Charge ^F	\$49.99
Custom Work Labor Charge	\$49.99
Service Call Truck Roll	\$49.99
Wall Fish	\$49.99
Move Transfer	\$49.99

UNRETURNED EQUIPMENT FEES (PER UNIT)

Spectrum Receiver	\$123.00
CableCARD TM	\$22.00
Tuning Adapter	\$130.00

MISCELLANEOUS CHARGES (PER MONTH)

Broadcast TV Surcharge ^B	\$8.85
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MISCELLANEOUS CHARGES (PER ACTIVITY)

Late Fee	\$8.95
Reconnection Fee	\$4.99
Insufficient Funds Fee	\$20.00
Phone Payment Processing	\$5.00

SPECTRUM EQUIPMENT RENTAL & OTHER SERVICES (PER MONTH, PER OUTLET)

Spectrum Receiver & Remote (per outlet) ^C	\$5.99
Secure Connection (per receiver or CableCARD) ^{D,H}	\$1.00
CableCARD (rate includes \$1.00 Secure Connection) ^{E,H}	\$2.00
DVR Service Package (up to 4 DVR receivers)	\$19.99
DVR Service (1 DVR receiver)	\$12.99

A An amplifier may be required for a dwelling with multiple outlets (outlet = Spectrum receiver/modem/eMTA). Technician assessment and professional installation required.

B The Broadcast TV Surcharge reflects charges assessed to Charter by broadcast TV stations. It applies to Basic Service and all additional TV services.

C DVR service required with subscription to DVR or DVR/HD receiver.

D Provides access to the electronic program guide - to receive program information, perform efficient channel surfing, use Parental Controls and access to order Pay-Per-View & On Demand (where available).

E Due to system technology enhancements in a switched digital market, access to certain digital channels will require a receiver, as HDTVs equipped with CableCARDS can not access certain digital channels requiring two-way communication. CableCARD customers with TiVo equipment will also need a Tuning Adapter for access to such digital channels.

F Applicable when adding and/or relocating outlet, upgrading and/or downgrading services and picking up equipment.

G Available with subscription to Spectrum TV Select, Silver, Gold, or Mi Plan Latino

H The Secure Connection Fee covers those measures Spectrum employs to manage and secure the connection between Spectrum's system and the Spectrum receiver and other devices Subscriber uses to access Spectrum's services.

⁶ Not all channels are available in HD.

All charges exclude applicable taxes, FCC fees, franchise fees and the Broadcast TV Surcharge.

Public, Educational, Government Access Channel availability may vary by community.

CableCARD customers subscribing to any service package in which Charter-leased equipment is included in the package price, may receive a discounted price, reduced by an amount equal to/greater than the fee for such equipment not leased from Charter.

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ADDITIONAL CUSTOMER INFORMATION: Prices are per month unless noted otherwise. Programming may vary and all services may not be available in all areas. Rates, number of channels, programs/content, services & packages are subject to change or discontinuation at any time, subject to applicable law. Unless specified on this rate card, additional installation services are generally billed using the Labor Charge in 1/4 hour increments. Charter reserves the right to institute different rates or terms and conditions of service for promotional purposes. Customers are not required to subscribe to any tier of service, other than the Charter Basic service tier, in order to purchase premium channels, or where available, Pay-Per-View or On Demand. Charter-issued Spectrum receiver or CableCARD required to view programming channels. Charter-issued Spectrum receiver required to view Pay-Per-View and On Demand programming (where available). HD-capable equipment required to view HD programming (where available). All programming may not be available to CableCARD customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Controls feature on your on-screen program guide. Certain limitations apply to the Wire Maintenance Plan, such as the exclusion of repairs to alarm/electrical/twisted pair wiring, customer-caused damage or abuse, and alterations to Charter equipment. Please contact Charter for more information about the Wire Maintenance Plan.

Areas Served: Bemus Point, NY, Village of; Busti, NY, Town of; Carroll, NY, Town of; Celoron, NY, Village of; Cherry Creek, NY, Village of; Clymer, NY, Town of; Ellery, NY, Town of; Ellicott, NY, Town of; Ellington, NY, Town of; Falconer, NY, Village of; French Creek, NY, Town of; Gerry, NY, Town of; Harmony, NY, Town of; Jamestown, NY, City of; Kiantone, NY, Town of; Lakewood, NY, Village of; Mina, NY, Town of; North Harmony, NY, Town of; Panama, NY, Village of; Poland, NY, Town of; Sinclairville, NY, Village of; South Dayton, NY, Village of; Villenova, NY, Town of; Wayne Township, PA (2)

Visit Spectrum.com/RateCard for more information regarding your rates.

CERTIFICATE

I, Joseph M. Johnson, Village Clerk of the Village of Lakewood, in the County of Chautauqua, State of New York, HEREBY CERTIFY that the attached copy extract from the minutes of a meeting of the Board of Trustees of said Village duly called and held on January 22, 2018, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village this 1st day of February 2018.


Village Clerk

(seal)

JANUARY 22, 2018

The second regular meeting of the Board of Trustees of the Village of Lakewood, N.Y., was held Monday, January 22, 2018, 6:30 PM, with Mayor Cara Birrittieri presiding. Trustees present were Ellen E. Barnes, Randall G. Holcomb, Edward J. McCague and Douglas L. Schutte. Also present were Village Clerk Joseph M. Johnson, Village Treasurer Andrea J. Windoft, Police Chief John R. Bentley, Department of Public Works Supervisor Thomas R. Pilling and Fire Chief Steve Smouse. Absent were Village Attorney John I. LaMancuso and Building Inspector Jeffrey A. Swanson.

APPROVAL OF MINUTES

Motion by Trustee Barnes, seconded by Trustee McCague, to approve the minutes of the last regular meeting of the Board of Trustees, held January 8, 2018.

Adopted: 4 ayes, no nays (Barnes, Holcomb, McCague, Schutte)

AUDIT OF CLAIMS

Motion by Trustee Barnes, seconded by Trustee Holcomb, that the claims as audited by the Auditing Committee of the abstracts dated January 22, 2018, be approved and that the Clerk shall execute said abstracts (#33 & #34) and direct payment by the Treasurer. Trust & Agency Fund: \$ 61,596.34, (Checks #4321 thru #4332), General Fund: \$ 86,224.72, (Checks #14455 thru #14502)

Adopted: 4 ayes, no nays (Barnes, Holcomb, McCague, Schutte)

ANYONE TO BE HEARD

Mr. Rich Fischer, 43 West Fairmount Ave., appeared before Mayor Birrittieri and members of the Board of Trustees and asked what is the current status of the cell tower that was being proposed adjacent to the railroad tracks on property off East Summit Street owned by the Lakewood Fire Company.

Mayor Birrittieri indicated to Mr. Fischer that the cell tower matter is currently in litigation and therefore she isn't at liberty to discuss it in any detail, plus because the Village Attorney isn't present, she would prefer not to comment any further on the subject.

Mr. Fischer said he and other taxpayers from Village of Lakewood are likely "footing the bill" for tens of thousands of dollars in legal fees and wondered when the matter is expected to be resolved.

Changing subjects, Mr. Fischer said he attended the previous meeting of the Board of Trustees and noticed on the listing of Mayor Birrittieri's eight committee appointments, they aren't shared equally among the four Trustees.

Mayor Birrittieri told Mr. Fischer Trustees McCague and Schutte were newly elected this past November and have expressed an eagerness to do a lot of work for the Village of Lakewood and to get things done. Frankly, Trustee McCague and Trustee Schutte have asked to be fully involved and Mayor Birrittieri said she is going to let them immerse themselves with work on the various committees. Mayor Birrittieri said because there is more than enough work to go around, Trustees not appointed to a certain committee are welcome to assist his or her fellow Trustees. Mayor Birrittieri said Trustees McCague and Schutte ran their campaign with the pledge to get things done and she is putting them to the task with additional committee assignments.

Mayor Birrittieri said although she consolidated some of the committees, there is plenty of work to be done by each and every member of the Board of Trustees.

JANUARY 22, 2018 (CONTINUED)

RECESS

Motion by Trustee McCague, seconded by Trustee Barnes, to recess the regular meeting so as to conduct a previously scheduled public hearing.

Adopted: 4 ayes, no nays (Barnes, Holcomb, McCague, Schutte)

PUBLIC HEARING: 6:35 PM
CABLE TELEVISION FRANCHISE AGREEMENT RENEWAL

Mayor Birrittieri opened up the public hearing to discuss the proposed Cable Television Franchise Agreement between the Village of Lakewood and Time Warner Cable Northeast, LLC, locally known as Charter Communications/Spectrum and proceeded to ask if there are any questions for Mr. Mark Meyerhofer, Charter Communications' Director of Government Affairs in Western New York, who is in attendance.

Trustee Barnes asked Mr. Meyerhofer what portion of the franchise fees, if any, are paid from Spectrum's profits.

Mr. Meyerhofer indicated the franchise fees are indirectly paid by our cable television customers within the franchise service area.

Trustee Barnes then asked Mr. Meyerhofer if there are any municipalities that don't charge franchise fees.

Mr. Meyerhofer said yes, there are a few municipalities that opt out of collecting franchise fees. He wished to make it clear that franchise fees are only applied to the television or video portion of the customer's monthly bill.

Trustee Barnes said the franchise fee is nothing more than an additional tax for cable television subscribers. She then indicated to Mr. Meyerhofer that the Village of Lakewood's franchise fee had been at 3% but is now considering increasing it to 5%.

Mr. Meyerhofer said that is correct.

Trustee Barnes then asked Mr. Meyerhofer if the agreement contains language allowing the two parties to re-evaluate its terms during the course of the agreement.

Mr. Meyerhofer said Section #10.1 of the Contract/Agreement allows the Grantor to reduce the franchise fees if they so desire.

Mr. Rich Fischer, 43 West Fairmount Ave., indicated to Mr. Meyerhofer that his cable TV bill for February 2017 was \$ 24.55 and his cable TV bill for February 2018 is going to be \$ 33.81, an increase of \$ 9.26 or 35%. Mr. Fischer said that is a lot of money for those on Social Security.

Mr. Meyerhofer said the increase in customer cable television costs Mr. Fischer referenced happens occasionally as a normal course of business. He said each year Time Warner Cable now known as Charter Communications renegotiates its contracts with the various television outlets or affiliates for the best pricing on behalf of its customers, but invariably costs go up. Mr. Meyerhofer said thanks to the Cable Act the days of free television programs are long gone.

Trustee Barnes asked Mr. Meyerhofer if there is a history to what is referred to as the franchise fee that cable TV customers incur within a specific service area. She added those on fixed incomes are likely going to notice any slight increase in their cable bills more than others.

JANUARY 22, 2018 (CONTINUED)

Mr. Meyerhofer indicated franchise fees cable television customers pay are regulated by federal laws and are capped-off at 5% of the cable provider's annual Gross Revenue.

Mayor Birrittieri said because the Village of Lakewood is financially strapped with an austerity budget in place, any extra revenue collected via the increased fees would be beneficial to the Village of Lakewood as a whole.

Trustee Schutte indicated if the extra revenue is coming from residents via their cable television bills it should be spent on projects to benefit everybody, whether it be used to reduce debt service, improve our parks or construct new sidewalks. Trustee Schutte said it is important that the Cable TV Agreement contains language that allows the Village of Lakewood to reduce the franchise fee during the term of the contract.

Trustee Barnes said per Village Law revenue such as the cable TV franchise fees cannot be earmarked for specific projects, rather they get deposited into the General Fund. From there, the Board of Trustees will be able to vote on how that money is spent. She reiterated her feelings on the question, whether or not to raise the franchise fee from 3% to 5%, saying it is her opinion that the fee is a regressive tax which hits the lower income people a little harder. Trustee Barnes said she would be in favor of keeping the franchise fee at 3%.

Trustee McCague asked Mr. Meyerhofer how many Villages and Towns in Chautauqua County are at the 5% level for cable television franchise fees.

Mr. Meyerhofer indicated that approximately 50% of the Villages and Towns in Chautauqua County are at 5% with another 30% at 3%.

Trustee McCague then asked Mr. Meyerhofer, if the Village of Lakewood decided to raise its franchise fee from 3% to 5%, how much more in franchise fee revenue would the Village of Lakewood receive annually.

Mr. Meyerhofer said based on the current figures, the Village of Lakewood's revenue from franchise fees would increase by approximately \$ 20,000.00, (\$ 30,000.00 to \$ 50,000.00).

Mayor Birrittieri asked D.P.W. Supervisor Pilling if he recalls the estimated cost to replace/upgrade the playground equipment at Veterans' Memorial Park on East Terrace Ave.

Mr. Pilling said he believes it was in the neighborhood of \$ 40,000.00.

Mayor Birrittieri said currently the Village of Lakewood has many needs, one of which is to improve the playground at Veterans' Memorial Park, and any extra revenue would come in handy in addressing those needs. For that reason she would be in favor of increasing the Village of Lakewood's franchise fee from 3% to 5%.

With no one else to be heard, Mayor Birrittieri closed the public hearing at 6:52 PM.

RESOLUTION #16-2018 – APPROVE THE CABLE TELEVISION FRANCHISE AGREEMENT

Motion by Trustee Schutte, seconded by Trustee McCague, per the recommendation of Mayor Birrittieri, for the Board of Trustees to approve the new Cable Television Franchise Agreement between the Village of Lakewood and Time Warner Cable Northeast, LLC, locally known as Charter Communications – Spectrum, with an initial franchise fee set at 5% of the cable provider's annual Gross Revenue for a term of ten (10) years and to authorize Mayor Birrittieri to execute same.
Adopted: 3 ayes, (Holcomb, McCague, Schutte), 1 nay, (Barnes)

JANUARY 22, 2018 (CONTINUED)

REPORTS

Department of Public Works Supervisor Thomas R. Pilling reported that Andrew Johnson, P.E., of Ecostrategies Engineering & Surveying, Falconer, N.Y., is in the process of applying for a permit regarding the Water Quality Improvement Project (WQIP) planned for the section of Crescent Creek between the railroad tracks and East Summit Street. Once the permit is issued by the N.Y.S. Department of Environmental Conservation work on the project can commence.

Mr. Pilling said in looking ahead to preparing his estimated budget for the upcoming fiscal year, he will need to know if he should include materials necessary to begin work on the walking trail being proposed along the south side of the railroad tracks between Lakeview Ave. east to Shadyside Ave.

Mayor Birrittieri told Mr. Pilling she will gladly look into where that particular project stands right now and advise him accordingly.

Mr. Pilling kindly asked residents to please refrain from depositing snow from their sidewalks and driveways back into roadway. If weather conditions are right the deposits of snow could refreeze and cause damage to cars or snow removal equipment.

Police Chief John R. Bentley reported the Lakewood-Busti Police Department has handled four hundred fifty-nine incidents year-to-date, three hundred eleven of which have occurred in the past two weeks. Chief Bentley also reported that he received confirmation that the L-BPD was awarded a \$ 1,500.00 grant that will fund the purchase and installation of a drug "drop-box" here at the police station. The new drug "drop box" will make it convenient for folks to drop any unused prescription drugs. Chief Bentley said the L-BPD was recently reimbursed \$ 13,177.91 for upgrades in police equipment (rifles, helmets and bullet proof vests) that were made late last year.

Chief Bentley also reported that this past Saturday evening Officer Pilling administered the opioid antidote Narcan, reviving an individual on Shadyside Road who had overdosed.

Chief Bentley concluded his report saying Senator Cathy Young and Assemblyman Andrew Goodell have introduced legislation for the Town Court Officer to also have the title of Peace Officer, which will allow Town Court Officers to maintain their Police Certificate.

Fire Chief Steve Smouse submitted the LFD Alarm Report for the month of December 2017 noting that the Lakewood Volunteer Fire Department responded to seventy-two alarms last month. He also reported the LFD was one of a number of local fire departments that provided mutual aid to the Village of Falconer last week in battling a major structure fire within their business district.

Village Treasurer Andrea J. Windoft reported that she recently received a check in the amount of \$500.00 from the Gloria Dei Lutheran Church which they remit annually to the Village of Lakewood as a gift, in lieu of paying taxes. Mrs. Windoft wished to publically thank the church for their generosity and noted the money will be deposited in the Richard O. Hartley Park Trust & Agency fund.

Village Treasurer Windoft indicated she distributed a memo to Mayor Birrittieri and members of the Board of Trustees regarding a salary increase that the Town of Busti has approved for Building Inspector Swanson and asked that she and the Board of Trustees consider adopting a resolution at the next regular meeting to do the same.

JANUARY 22, 2018 (CONTINUED)

COMMITTEE REPORTS

Trustee Holcomb indicated in regards to the New York State Energy Research & Development Authority (NYSERDA) grant, the Village of Lakewood has been given a password and that additional information on the grant process will follow.

Mayor Birrittieri said she recently met with members of the Events & Marketing Committee and discussed upcoming events such as the 125th Anniversary of the Village of Lakewood, Live on the Lake concert schedule and the annual 4th of July Festival.

Village Historian Susan Lane indicated she and the History Committee are considering conducting a History Day to coincide with Lakewood's 125th Anniversary Celebration by having the history museum and the Lakewood Fire Department museum open. She noted the LFD Museum features the 1912 Antique Fire Truck which was a gift from J.W. Packard to the Lakewood Fire Department

Mayor Birrittieri said more information on community events for 2018 will be forthcoming.

RESOLUTION #17-2018 SET TIME AND DATE FOR PUBLIC HEARING

Motion by Trustee Schutte, seconded by Trustee Barnes, for the Board of Trustees to set 6:35 PM, Monday, February 26, 2018, as the time and date to conduct a public hearing on Local Law #1-2018, Amend Chapter #25 [Zoning], Local Law #2-2018, Amend Chapter #25 [Zoning] and Local Law #3-2018, Amend Local Law #6-2016, as proposed.

Adopted: 4 ayes, no nays (Barnes, Holcomb, McCague, Schutte)

RESOLUTION #18-2018 – ADOPT SECTION #3 – 1968 HOUSING & URBAN DEVELOPMENT ACT

Motion by Trustee Barnes, seconded by Trustee McCague, for the Village of Lakewood to adopt Section #3 of the Housing & Urban Development Act of 1968 as it pertains to funding received through the Chautauqua Home Rehabilitation & Improvement Corporation (CHRIC) program and authorize Mayor Birrittieri to execute same.

Adopted: 4 ayes, no nays (Barnes, Holcomb, McCague, Schutte)

RESOLUTION #19-2018 – AUTHORIZE FUND TRANSFERS

Motion by Trustee Barnes, seconded by Trustee Holcomb, authorizing Village Treasurer Andrea J. Windoft to transfer \$ 2,595.04, from Account #T1093.20, [Police Federal Government Forfeiture Account], to Account #A3120.20, [Police Equipment], to fund the purchase of a new drug testing device.

Adopted: 4 ayes, no nays (Barnes, Holcomb, McCague, Schutte)

RESOLUTION #20-2018 – DPW TO PARTICIPATE IN BOCES INTERNSHIP PROGRAM

Motion by Trustee Schutte, seconded by Trustee Barnes, per the recommendation of D.P.W. Supervisor Thomas R. Pilling, authorizing the Department of Public Works to participate in the Erie 2 Chautauqua-Cattaraugus (Ashville) BOCES Conservation Internship Program during the spring of the 2018 school year.

Adopted: 4 ayes, no nays (Barnes, Holcomb, McCague, Schutte)

JANUARY 22, 2018 (CONTINUED)

RESOLUTION #21-2018 – APPROVE NEW FIRE DEPARTMENT MEMBER

Motion by Trustee McCague, seconded by Trustee Holcomb, that the Board of Trustees acting as the Board of Fire Commissioners, approve Mr. Christian Grover, 2251 Big Tree Road, as a new member of the Lakewood Volunteer Fire Department.

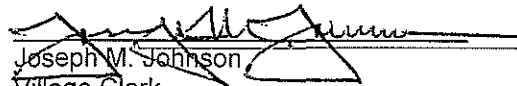
Adopted: 4 ayes, no nays (Barnes, Holcomb, McCague, Schutte)

RESOLUTION #22-2018 – AUTHORIZE REQUEST FOR BIDS - WEEKLY GARBAGE COLLECTION

Motion by Trustee Schutte, seconded by Trustee McCague, authorizing the Village Clerk to advertise for bids regarding the Village of Lakewood's weekly collection and disposal of household garbage and recyclables. Bids are to be received at or before 3:00 PM, Friday, February 23, 2018.

Adopted: 4 ayes, no nays (Barnes, Holcomb, McCague, Schutte)

Motion by Trustee McCague, seconded by Trustee Barnes and unanimously carried the Board adjourned at 7:15 PM.



Joseph M. Johnson
Village Clerk

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Village of Lakewood, New York, hereinafter referred to as the “Grantor” and Time Warner Cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenues" shall mean any revenue, as determined in accordance with generally accepted accounting principles, received by Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the franchise fee, any state or federal regulatory fees or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 **Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 **Construction Standards and Requirements.** Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 **Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 **Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8
Conditions on Street Occupancy

8.1 **General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 **Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 **Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from

any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to *five percent (5%)* of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. Grantor reserves the right to reduce the franchise fee percentage once during the term of the franchise agreement, upon approval after a public hearing and subject to approval by the NYPSC in accordance with its Cable Rules. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a *quarterly* basis, within forty-five (45) days of the close of each *calendar quarter*. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental (“PEG”) access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee’s cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

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

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally

or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Cara Birrittieri
Village Mayor
Village of Lakewood
20 West Summit Street
Lakewood, NY 14750
Email: mayor@lakewoodny.com

Grantee: Mark Meyerhofer
Director, Government Affairs
Charter Communications
355 Chicago Street
Buffalo, NY 14204
Email: mark.meyerhofer@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this 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 of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements,

representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Mayor, or such other person as may be designated and supervised by the Mayor, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.


15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this 22nd day of January, 2018.

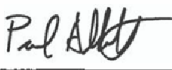
Village of Lakewood

Signature: 

Name/Title: Cara Birrittieri - Mayor

Accepted this 14th day of February, 2018, subject to applicable federal and State law.

Time Warner Cable Northeast LLC, By Its
Manager, Charter Communications, Inc.

Signature: 

Name/Title: Paul Abbott/VP, Local Gov't Affairs & Franchising

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING
VILLAGE OF
LAKEWOOD, N.Y.

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Lakewood, N.Y., will conduct a public hearing Monday, January 22, 2018, 6:35 PM, in the Board Room of the Anthony C. Caprino Municipal Building, 20 West Summit Street, Lakewood, N.Y., regarding renewal of the Cable Television Franchise Agreement by and between the Village of Lakewood, New York and Time Warner Cable Northeast LLC, locally known as Charter Communications. A copy of the Agreement is available for public inspection at the Office of the Village Clerk, 20 West Summit Street, Lakewood, N.Y., during regular business hours, 8:00 AM - 5:00 PM, (M-F).

NOTICE IS FURTHER GIVEN that all persons will be given an opportunity to be heard at the time and place mentioned. Written and oral statements will be taken at that time.

Time limitations may be imposed for each oral statement, if necessary.

BY ORDER OF THE
BOARD OF TRUSTEES
DATED: January 8, 2018
Joseph M. Johnson
Village Clerk
164842 Jan 12, 2018

AFFIDAVIT OF PUBLICATION

State of New York

County of Chautauqua

City of Jamestown

I, Taphna Blood, being duly sworn, deposes and says that

She is the Principal Clerk for Ogden Newspapers of New York, Inc.

The publisher of The Post-Journal, a daily newspaper published in the City of Jamestown, Chautauqua County, State of New York,

and that a notice of which the annexed is a printed copy, was

Inserted and published in said newspaper on the following

Date: 1-12-2018

Signed Taphna J. Blood

Taphna Blood, Accounting Clerk

Signed before me this 16th day of January, 2018

Barbara J. Musso

Notary Public

BARBARA J. MUSSO
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires 5/4/19

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AFFIDAVIT OF PUBLICATION

**LEGAL NOTICE
LEGAL NOTICE FOR
APPLICATION OF
FRANCHISE RENEWAL**

PLEASE TAKE NOTICE that Time Warner Cable Northeast LLC, locally known as Charter Communications, has filed an application for renewal of its Cable Television Franchise in the Village of Lakewood, Chautauqua County, New York.

The application and all comments filed relative thereto are available for public inspection at the Village of Lakewood office during normal business hours. Interested persons may file comments on the application with the Village of Lakewood Clerk, 20 W. Summit Street, Lakewood, NY 14750 and with the New York State Public Service Commission within 10 days of publication. Comments may be addressed to Hon. Kathleen Burgess, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.

164974 February 17, 24, 2018

State of New York
County of Chautauqua
City of Jamestown

I, Taphna Blood, being duly sworn, deposes and says that She is the Principal Clerk for Ogden Newspapers of New York, Inc. The publisher of The Post-Journal, a daily newspaper published in the City of Jamestown, Chautauqua County, State of New York, and that a notice of which the annexed is a printed copy, was Inserted and published in said newspaper on the following Date: 2-17, 2-24 -2018

Signed Taphna J. Blood
Taphna Blood, Accounting Clerk
Signed before me this 26th day of February, 2018

Barbara J. Musso Notary Public

BARBARA J. MUSSO
Notary Public - State of New York
Qualified in Chautauqua County
My Commission Expires 5/31/19