

September 17, 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 Town of Williamson, 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 August 14, 2018
- 3. Fully executed copy of Franchise Renewal Agreement dated July 20, 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,

Mail May abox

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 **TOWN OF WILLIAMSON**, County of Wayne, 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 address and telephone number:

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 August, 2018 are:

Franchise Name	Subscribers	Franchise Name	Subscribers
Arcadia, Town	1,029	Naples, Village	193
Bloomfield, Village	327	Newark, Village	2,414
Bristol, Town	250	Ontario, Town	2,732
Butler, Town	73	Palmyra, Town	748
Canadice, Town	248	Palmyra, Village	949
Canandaigua, City	3,366	Phelps, Town	525
Canandaigua, Town	3,571	Phelps, Village	494
Clifton Springs, Village	573	Red Creek, Village	179
Clyde, Village	524	Richmond, Town	804
East Bloomfield, Town	151	Rose, Town	255
Farmington, Town	2,908	Savannah, Town	143
Galen, Town	140	Seneca, Town	343
Geneva, City	2,972	Shortsville, Village	392
Geneva, Town	1,069	Sodus Point, Village	2
Hopewell, Town	461	Sodus, Town	1,025
Huron, Town	529	Sodus, Village	426
Junius, Town	27	South Bristol, Town	638
Lyons, Town	348	Victor, Town	3,318
Macedon, Town	1,530	Victor, Village	732
Manchester, Town	794	Walworth, Town	1,814
Manchester, Village	423	Williamson, Town	1,806
Marion, Town	935	Wolcott, Town	373
Naples, Town	473	Wolcott, Village	372

- 6. The following signals are regularly carried by the WNY cable system: (see attached channel/rate card).
- 7. The applicant does provide channel capacity for local origination. During the past twelve months, the applicant has provided approximately 1,200 hours of locally originated programming of all types including PEG access.
- 8. The current monthly rates for service in the Town of Williamson system are: (see attached).
- 9. During the past 12 months, the applicant has placed the following miles of new cable television plant in operation In the following municipalities:

Franchise Name	Plant Miles	Franchise Name	Plant Miles
Arcadia, Town	0.02	Naples, Village	0.06
Bloomfield, Village	0	Newark, Village	0.54
Bristol, Town	0	Ontario, Town	5.59
Butler, Town	0	Palmyra, Town	0.77
Canadice, Town	0	Palmyra, Village	0.59
Canandaigua, City	4.35	Phelps, Town	0
Canandaigua, Town	0.72	Phelps, Village	0
Clifton Springs, Village	0	Red Creek, Village	0
Clyde, Village	0	Richmond, Town	0
East Bloomfield, Town	1.03	Rose, Town	0
Farmington, Town	1.23	Savannah, Town	0.99
Galen, Town	0.56	Seneca, Town	0.7
Geneva, City	1.93	Shortsville, Village	0
Geneva, Town	2.4	Sodus Point, Village	0
Hopewell, Town	0.26	Sodus, Town	0.77
Huron, Town	0	Sodus, Village	0
Junius, Town	0	South Bristol, Town	0.57
Lyons, Town	0.24	Victor, Town	4.85
Macedon, Town	3.8	Victor, Village	0.13
Manchester, Town	0	Walworth, Town	1.23
Manchester, Village	0	Williamson, Town	0.67
Marion, Town	0	Wolcott, Town	1.97
Naples, Town	0.06	Wolcott, Village	0

- 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 the 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 months.
- 13. No event or change has occurred during the past twelve 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 Town of Williamson Certificate of Confirmation and Franchise Renewal Agreement.

Dated: August 17, 2018

Mark Muy whop

By:

Mark Meyerhofer Director, Government Affairs

Spectrum

SPECTRUM HD CHANNEL LINEUP° Wayne, Ontario | April 2018

	TV PACKAGES	
	SPECTRUM BASIC	SPECT (Include
	(Includes Digital Music channels and the following services)	and th
1	Spectrum News -	Digi Tier 17 ESPN
3	Rochester WSTM - NBC WCNY - PBS	56 Anim 60 TCM
4	WROC - CBS	61 Cooki 66 LMN
9 10	WSYR - ABC WHEC - NBC	69 Golf C 92 Disne
11 12	WXXI - PBS WUHF - FOX	93 Disne 94 Nick
12 13	WXXI - World WHAM - ABC WHAM - The CW	96 NFLN 97 AXS
16 18	WBGT - MyTV	98 BBC \ 124 UP
44 73	C-SPAN C-SPAN2	128 Reelz 130 Nat G
74 83	C-SPAN3 NY State Legislature	131 Smith 133 Vicela
	QVC HSN	134 fyi, 144 Fusio
194	Jewelry TV EVINE	145 El Rey 161 DIY N
	WHAM - Charge!	169 Fuse 173 OWN
1245 1255	WHEC - MeTV WROC - Bounce TV	174 Lifetir 177 GSN
1300	WXXI - Create Community Programming	180 Disco 184 TV Or
1300)-1302 Local Access	185 ASPiF
	Finger Lakes Television Local Access	210 i24
	SPECTRUM SELECT	224 News
	(Includes Spectrum TV Basic	255 Unive 256 Baby 291 REVC
19	and the following services) ION Television	292 FM 295 GAC
20 21	CNN TNT	297 RFD- 306 MLB1
22 23	Discovery Channel The Weather Channel	308 NBA 315 CBS 9
24 25	ESPN ESPN2	316 Olym 370 ESPN
26 27	WGN America Paramount Network	401 FOX 9 406 Tenni
28 29	MTV VH1	440 ESPN 442 FOX [
	Nickelodeon Freeform	444 Univis 465 BYUt
33	USA Network HLN	474 The Ir 625 Sunda
34 35 36	AMC Lifetime CMT	627 IFC 898 NBC I
30 37 38	A&E Comedy Central	НВО
39 40	E! Hallmark Channel	511 HBO 512 HBO 513 HBO
41 43	BET EWTN	513 HBO 514 HBO 515 HBO
45 46	Food Network SportsNet New York	516 HBO 517 HBO
	YES Network msnbc	Cinemax
49 50	CNBC TBN	531 Cinen 532 Morel
51 52	MSG TLC	533 Action 534 Thrille
53 54	MSG Plus Bravo	535 Outer 536 Cinen
55 57	NBC Sports Network FOX News Channel	537 5 Star 538 Movie
58 59	Cartoon Network SYFY	Showtim
62 63	HGTV HISTORY	551 Show 552 SHO
64 65	TV Land TBS	553 Show 554 SHO
67 68	FX Disney Channel	555 SHO I 556 SHO I
70 71	National Geographic Galavisión	557 SHO 558 Show
72 75	WE tv Oxygen	SPECI
76 77	truTV BBC America	(Includ
78 79 80	Travel Channel Bloomberg Television FOX Business Network	and th
81 82	Daystar FOX Sports 1	Digi Tier 96 NFL N
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86 87	INSP Investigation Discovery	135 Destir 136 Scien
88 89	SEC Network SonLife	137 Crime 140 Amer
90 91	Velocity Hillsong Channel	141 Militar 179 LOGC
95 385	FXX SEC Extra	182 BETH 208 CNBC
481 482	QVC2 Shop Zeal 1	253 Boom 262 Nickto
	HSN2 Shop Zeal 3	263 Teent 266 Disco
486 488	Shop Zeal 4	286 MTVI 287 BETJ
	Shop Zeal 2 Liquidation Channel	288 Nick N 290 BET S
625 627	SundanceTV IFC	303 ESPN 307 MLB
521	e	311 NFL F

RUM TV SILVER les Spectrum TV Select he following channels) 1 NEWS nal Planet king Channel Channel ey XD ey Junior Jr Network World News hsonian Channel Iand Geo Wild / Network Jetwork me Real Women overy Life Channel ne RE TV ion trum News - NY1 sy ersal Kids / First TV OLT Network Tν Sports Network npic Channel NU Sports 2 nis Channel N Deportes Deportes isión Deportes mpact Network lanceTV Universo) - E) 2 - E) Signature - E Family - E Comedy - E Zone - E Latino - E max - E MAX - E onMAX - E lerMAX - E erMAX - E máx - E arMAX - E eMAX - E e vtime - F 2 - E vtime Showcase-E Extreme - E Beyond - E Next - F Women - F time Fam Zn - E

TRUM TV GOLD

des Spectrum TV Silver he following channels)

2 Network _ Classic ination America nce Channel le & Investigation rican Heroes Ch.) HER C World nerang oons Nick Nick Very Family Live Jams Music 90 BET Soul 93 ESPN Classic 97 MLB Strike Zone 311 NFL RedZone NHL Network ESPN GoalLn/BasesLd 312 371 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 Wountain
380 PAC-12 Mountain
381 PAC-12 Bay Area
382 BTN
392 - 399 FSPN College F 382 BTN 392 - 399 ESPN College Extra 408 Outdoor Channel 413 TVG 417 BelN SPORTS 419 FOX Soccer Plus 443 BelN SPORTS Español 468 The Cowboy Channel 620 MoviePlex 621 IndiaPlex 621 IndiePlex 622 RetroPlex 623 FLIX - E 640 HDNet Movies 1554 Willow TV тмс 571 TMC - E 572 TMC XTRA - 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 42 Univisión 42 Univision 71 Galavisión 145 El Rey Network 416 GOL TV 417 BeIN SPORTS 440 ESPN Deportes 442 FOX Deportes 443 BelN SPORTS Español 444 Univisión Deportes 804 UniMás 804 806 804 UniMás
806 Azteca América
811 Estrella TV
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 850 Canal Sur 853 SUR Perú TV Chile Caracol RCN Nuestra Tele 855 855 856 857

860 CentroamericaTV 861 Tele El Salvador

874

875 877 878

891

895

898 910 911

912 913

915 918 919

HITN

Mexicanal

936 El Garage TV 937 Ultra Macho 945 EWTN en Español

945 EW IN en Español 946 TBN Enlace USA 962 AyM Sports 971 Cinelatino 972 Cine Mexicano 979 De Película Clásico 980 De Película 982 ViendoMovies 937 Ultra Marc

865 Ecuavisa Internacional
867 TV Venezuela
870 Super Canal
871 Telemicro
872 Television Dominicana

WAPA América

Cubaplay Antena 3 Internacional TVE Internacional FOX Life

Video Rola Ultra Fiesta Ultra Familia Ultra Kidz Cartoon Network (SAP) Semillitas

Semillitas iSorpresa! TV Discovery Familia Disney XD Atres Series BabyFirstTV (SAP) BabyTV (SAP) Discovery en Español Nat Geo Mundo HISTORY en Español HITN

Univisión tInovelas

NBC Universo Bandamax Ritmosan Latino

TeleHit Video Rola

985 Ultra Clásico

MI PLAN LATINO (Includes Spectrum TV Basic, Latino

View and the following services)

- TNT Discovery Channel
- Discovery Channel The Weather Channel Freeform USA Network AMC A&E 23
- 32
- 34 37
- 38 39
- Comedy Central E!
- Hallmark Channel Food Network
- 39 40 45 52 54 TLC Bravo
- Cartoon Network HGTV HISTORY TBS
- 58 62 63 65 67
- FX FX Disney Channel Hallmark Mov. & Myst. Investigation Discovery Disney Junior 68 85 87 93

OTHER SERVICES

595 FPIX EPIX 2 - E EPIX HITS EPIX Drive 597 597 598 599 598 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 1400ZTC Chinese 1401 CCTV-4 1403 Phoenix InfoNews 1422 TVBI Cantonese 1423 TVBI Cantonese 1424 TVBE Cantonese 1424 TVBE Cantonese 1425 TVBS Mandarin 1450 The Filipino Channel 1452 GMA Pinoy TV 1453 GMA Life 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 1551 ABP News 1552 Life OK Hindi 1553 STAR India PLUS 1554 Willow TV 1557 New Delhi TV Limited 1575 TV5MONDE 1575 TV5MONDE 1581 RAI Italia 1592 TVP Polonia 1595 Polish Radio 1 1596 Polish Radio 3 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 1810 Playboy TV 1812 Playboy TV 1812 Playboy TV en Español 1828 Manhandle 1901-1916 Music Choice 1918-1932 Music Choice 1934-1939 Music Choice 1941-1950 Music Choice

983 Ultra Mex 984 Ultra Cine For more information visit **Spectrum.net**.

CHANNEL LIST
5 StarMAX - E 537
A&E
ABP News
ACCIONINAX - L
American Heroes Ch 140
Animal Planet56
Antena 3 Internacional. 877
ART Cable 1632 ASPIRE TV 185
Atres Series
AXS TV
AyM Sports
Azteca América
BabyFirstTV (SAP) 928
BabyTV (SAP) 929
Bandamax
BBC America
BeIN SPORTS
BeIN SPORTS Español 443
BET 41
BET HER
BET Soul
Bloomberg Television 79
Boomerang 253
Bravo
BTN
C-SPAN
C-SPAN2
C-SPAN374
CIR (Russia) 1612
Canal Sur
Cartoon Network
Cartoon Network (SAP) 921
CBS Sports Network 315
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CNN en Español
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Crime & Investigation 137
Cubaplay
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De Película Clásico 979
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Discovery Family
Discovery Life Channel . 180
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El Garage TV	
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ESPN Deportes 440	
ESPN GoalLn/BasesLd. 371	
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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.

TCM 60

TBS

\$49.99

\$49.99

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 HortVs equipmed with CableCARDs can not access certain digital channels requiring two-way communication. CableCARD customers with TiVs 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

In 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.

° 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. ©2018 Charter Communications

ADDITIONAL CUSTOMER INFORMATION: Prices are per month unless noted otherwise. Programming may vary and all services amy not be available in all areas. Rates, number of channels, programs/content, services & packages are subject to change or discontinuance 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. Maintenance Plan

Areas Served: Arcadia, Bloomfield, Bristol, Butler, Canadice, Canandaigua, Clifton Springs, Clyde, East Bloomfield, Farmington, Galen, Geneva, Hopewell, Huron, Junius, Lyons, Macedon, Manchester, Marion, Naples, Newark, Ontario, Palmyra, Phelps, Red Creek, Richmond, Rose, Savannah, Seneca, Shortsville, Sodus, Sodus Point, South Bristol, Victor, Walworth, Williamson, Wolcott

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SIDENTIAL	SERVICES	AND RATES	

HSN 176

RESIDENT	IAL SER	VICES AND RATES
TV PACKAGES (PER MONTH Spectrum Basic Spectrum Select Spectrum Gold A LA CARTE (PER MONTH) ^G Digi Tier 1 Digi Tier 2 PREMIUM CHANNELS (PER M HBO CINEMAX SHOWTIME	\$23.89 \$64.99 \$104.99 \$12.00 \$12.00 \$12.00 \$15.00 \$15.00 \$15.00 \$15.00	VICES AND RATES INSTALLATION/SERVICE CALL (PER ACTIVITY) Primary Installation/Reconnect (when truck roll required) ^A Trip Charge ^F Custom Work Labor Charge Service Call Truck Roll Wall Fish Move Transfer UNRETURNED EQUIPMENT FEE (PER UNIT) Spectrum Receiver CableCARD [™]
TMC STARZ STARZ ENCORE EPIX MULTICULTURAL CHANNELS (PER MONTH) Latino View Mi Plan Latino OTHER SERVICES (PER MON Too Much For TV On Demand Here TV On Demand Disney Family Movies On Dema	\$7.99 \$44.99 ITH) \$14.99 \$6.99	Tuning Adapter MISCELLANEOUS CHARGES (PER MONTH) Broadcast TV Service Charge ^B MISCELLANEOUS CHARGES (PER ACTIVITY) Late Fee Reconnection Fee Insufficient Funds Fee Phone Payment Processing SPECTRUM EQUIPMENT RENTA
Disney On Demand DW Amerika Filipino Pass Plus Mandarin Language Pack TV Polonia & Polski Radio TV5MONDE TVB Jade World TVJAPAN SBTN & TVBV Rai Italia Russian Language Package	\$3.99 \$3.99 \$24.99 \$19.99 \$19.99 \$19.99 \$39.99 \$24.99 \$24.99 \$24.99 \$25.99 \$25.99 \$25.99 \$15.99 \$15.99	OTHER SERVICES (PER MON OUTLET) Spectrum Receiver & Remote (poutlet) ^C Secure Connection (per receive CableCARD) ^{D,H} CableCARD (rate includes \$1.00 Connection) ^{E,H} DVR Service Package (up to 4 D receivers) DVR Service (1 DVR receiver)

\$15.99

\$12.99

\$15.99

\$29.99

Custom Work Labor Charge	\$49.99
Service Call Truck Roll	\$49.99
Wall Fish	\$49.99
Move Transfer	\$49.99
UNRETURNED EQUIPMENT FE	ES
(PER UNIT)	
Spectrum Receiver	\$123.00
CableCARD™	\$22.00
Tuning Adapter	\$130.00
MISCELLANEOUS CHARGES	
(PER MONTH)	
Broadcast TV Service Charge [®]	\$8.85
MISCELLANEOUS CHARGES	
(PER ACTIVITY)	
Late Fee	\$8.95
Reconnection Fee	\$4.99
Insufficient Funds Fee	\$20.00
Phone Payment Processing	\$5.00
SPECTRUM EQUIPMENT RENT	
OTHER SERVICES (PER MO	NTH, PER
OUTLET)	
Spectrum Receiver & Remote	
outlet) ^c	\$5.99
Secure Connection (per receiv	
CableCARD) ^{D, H}	\$1.00
CableCARD (rate includes \$1.0	
Connection) ^{E, H}	\$2.00
DVR Service Package (up to 4	DVR

\$19.99 VR receiver) \$12.99



TOWN OF WILLIAMSON

Marlene A. Gulick, Town Clerk

Receiver of Taxes – Registrar of Vital Statistics 6380 Route 21, Williamson, NY 14589 Phone: 315-589-8100 Fax: 315-589-9485

The Regular Meeting of the Town Board of the Town of Williamson was held in the Town Complex Court Room located at 6380 Route 21, Suite II, called to order at 7:00 PM on Tuesday, August 14, 2018, by Supervisor Verno with the Pledge of Allegiance. The following were

PRESENT: Supervisor Anthony Verno

Councilman Gary Orbaker Councilman Michael Bixby Councilman Nancy Gowan Councilman Abram Moll

ABSENT: None

A notice having been published for a Public Hearing regarding the Franchise Agreement with Charter Communications. Supervisor Verno declared the Hearing open at 7:00 PM. Supervisor Verno explained this is an agreement the county negotiates with the cable company and there had not been an agreement with them over 4 -5 years. This is an agreement each town in the county is involved with along with the county. As no one wished to comment or ask questions, the Public Hearing was closed at 7:03 PM with a motion made by Councilman Bixby, seconded by Councilman Gowan. The motion was carried with all voting yea and no nays.

Respectfully Submitted,

Marlene A. Gulick Williamson Town Clerk Dated: August 14, 2018

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Williamson, 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 <u>Terms</u>. 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 Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the 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, any state or federal regulatory fees, the franchise fee, 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 <u>Grant</u>. 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 <u>Term</u>. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in <u>Section 15.13</u>.

2.3 <u>Police Powers</u>. 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 <u>**Restoration of Municipal Property**</u>. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 <u>Cable System Franchise Required</u>. 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 <u>Procedures for Renewal</u>. 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 <u>Indemnification</u>. 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, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- 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 <u>No Discrimination</u>. 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 <u>**Privacy**</u>. 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 <u>Service Area</u>. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty (20) residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such a residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 <u>Subscriber Charges for Extensions of the Cable System</u>. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System in accordance with the applicable provisions Section 895.5 of the regulations of the NYPSC. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

6.3 <u>Abandonment of Service</u>. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.4 <u>New Development Underground</u>. 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.</u>

6.5 <u>Annexation</u>. 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 <u>Compliance with Codes</u>. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 <u>Construction Standards and Requirements</u>. 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 <u>Safety</u>. 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 <u>Network Technical Requirements</u>. 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 <u>General Conditions</u>. 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 <u>Underground Construction</u>. 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 <u>Construction Codes and Permits</u>. 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 <u>System Construction</u>. 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 <u>Restoration of Public Ways</u>. 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 <u>**Tree Trimming**</u>. 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 <u>Relocation for the Grantor</u>. 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 <u>Relocation for a Third Party</u>. 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 <u>Reimbursement of Costs</u>. 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 <u>Emergency Use</u>. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 Service and Rates

9.1 <u>Phone Service</u>. 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 <u>Notification of Service Procedures</u>. 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 notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 <u>Rate Regulation</u>. 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 <u>Continuity of Service</u>. 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.

9.5 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

SECTION 10 Franchise Fee

10.1 <u>Amount of Fee</u>. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3 %) 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. 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 <u>Accord and Satisfaction</u>. 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 <u>Limitation on Recovery</u>. 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 <u>Franchise Transfer</u>. 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 <u>Inspection of Records</u>. 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 <u>**PEG Access**</u>. 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 <u>Notice of Violation</u>. 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 <u>Grantee's Right to Cure or Respond</u>. 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 <u>Public Hearing</u>. 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 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 <u>Enforcement</u>. 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 <u>Compliance with Laws</u>. 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 <u>Employment Practices</u>. 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 <u>Minor Violations</u>. 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 <u>Action of Parties</u>. 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 <u>Change in Law.</u> 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 Cable 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 <u>Notices</u>. 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. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Email:	The Honorable Anthony Verno, Jr. Supervisor, Town of Williamson 6380 Route 21, Suite 2 Williamson, NY 14589
Grantee:	Chris Mueller
	Director, Government Affairs
	100 Town Centre Drive
	Rochester, NY 14623
Email:	chris.mueller@charter.com
Copy to:	Charter Communications
	Attn: Vice President, Government Affairs
	12405 Powerscourt Drive
	St. Louis, MO 63131

15.8 <u>Public Notice</u>. 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 <u>Severability</u>. 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 <u>Administration of Franchise</u>. The Town Supervisor, or such other person as may be designated and supervised by the Town Supervisor, 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 <u>NYPSC Approval</u>. 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.</u>

15.13 <u>Effective Date</u>. 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 <u>No Third Party Beneficiaries</u>. Nothing in this Franchise is intended to confer thirdparty beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this <u>14th</u> day of <u>August</u>, 20<u>18</u>.

Town of Williamson Ne Signature:___ Name/Title: Anthony Verno T.S.

Accepted this 20^{14} day of ______, 20 18 , subject to applicable federal and State law.

S. 6. 5. 1

Time Warner Cable Northeast LLC, By Its
Manager, Charter Communications, Inc.
Manager, Charter Communications, Inc. Signature: Pallet
Name/Title: VP, Local Coul. Allins + Faul

Exhibit A

Town of Williamson Highway Department 3988 State Route 104 Williamson, NY 14589

Town of Williamson Waste Water Plant 7614 Maken Rd. Williamson, NY 14589

Williamson Water Authority 7901 Hamilton St. Williamson, NY 14589

Town of Williamson Water Dept. 3990 State Route 104 Williamson, NY 14589

Williamson Ambulance 6334 Bennett St. Williamson, NY 14589

Williamson Central Schools 6036 Highland Ave. Williamson, NY 14589 Mailing Address: P.O. Box 608 Macedon, NY 14502



(315) 986-4300 – Phone (315) 986-7271 – FAX www.waynetimes.com Email: news@waynetimes.com

PROOF OF PUBLICATION

CHRISTINE HOLDRAKER being duly sworn, representing the **TIMES OF WAYNE COUNTY, INC.,** a weekly newspaper published in the Town of Macedon, State and County aforesaid: does duly state that the notice hereto annexed was published in said newspaper once in the issue dated <u>07/15/18</u> date of the last publication in which the notice appeared is <u>07/15/18</u> and there being in <u>1</u> publication

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CHRISTINE HOLDRAKER, Representing the TIMES OF WAYNE COUNTY

Sworn to before me this 18th, day of July, 2018

Notary Signature



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	LEGAL NOTICE TOWN OF WILLIAMSON NOTICE OF PUBLIC HEARING S HEREBY GIVEN that the Town Board will ho
Hearing to be held at 7:00 PM on Tuesday, August 14th, 2018 as part of the regular Town Board Meeting, to hear comments for or against a Francisco Agreement with Charter Communications. The Public Hearing will take place at the Town Complex located at 6380 Route 21, Suite II, Williamson, N.Y. in the Court Room. Copies of the proposed agreement are available in the Town Clerk's Office. ByOrder of the Town Board Dated: Thuy 10, 2018 Marlene A. Guilok, Town Clerk 1X3:7/15/18	LEGAL NOTICE TOWN OF WILLIAMSON - NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the Town Board will hold a Public
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AFFIDAVIT OF PUBLICATION

State of New York

SS:

County of Wayne

Linda G. Stevenson, being duly sworn, says that she is the Bookkeeper of *The Sun & Record with the Wayne County Mail*, a weekly newspaper published in Williamson, Wayne County, State of New York, and that the legal notice for

TOWN OF WILLIAMSON NOTICE OF PUBLIC HEARING

a copy of which is annexed, has been published one week as ordered, on 19th of July, 2018.

Linda G. Stevenson

Sworn before me this day of July, 2018.

Notary Public

LISA K BURLEY Notary Public - State of New York No. 01BU6364974 Qualified in Wayne County My Commission Expires 09/25/

TOWN OF WILLIAMSON NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIV-EN that the Williamson Town Board will hold a Public Hearing to be held at 7:00 PM on Tuesday, August 14th, 2018 as part of the regular Town Board Meeting, to hear comments for or against a Franchise Agreement with Charter Communications. The Public Hearing will take place at the Town Complex located at 6380 Route 21, Suite II, Williamson, N.Y. in the Court Room. Copies of the proposed agreement are available in the Town Clerk's Office.

By Order of the Town Board Dated: July 10, 2018 Mariene A. Gulick Town Clerk JULY 19, 2018 Mailing Address: P.O. Box 608 Macedon, NY 14502



(315) 986-4300 – Phone (315) 986-7271 – FAX www.waynetimes.com email: News@waynetimes.com

PROOF OF PUBLICATION

CHRISTINE HOLDRAKER being duly sworn, representing the **TIMES OF WAYNE COUNTY**, **INC.**, a weekly newspaper published in the Town of Macedon, State and County aforesaid: does duly state that the notice hereto annexed was published in said newspaper once in the issue dated <u>8/19/18</u> date of the last publication in which the notice appeared is <u>8/19/18</u> and there being in <u>1</u> publication

CHRISTINE HOLDRAKER, Representing the TIMES OF WAYNE COUNTY

Sworn to before me this 21st, day of August, 2018

Notary Signature

AIMEE K. PHILLIPS Notary Public - State of New York No. 01PH6233122 Qualified in Wayne County My Commission Expires December 27, 2018 LEGAL NOTICE Town of WILLIAMSON PLEASE TAKE NOTICE that Time Warner Cable Renket OF APPLICATION 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 Town of Williamson, Wayne County, New York. The application and all comments filed relative thereto are available for public inspection at the Town of Williamson office during normal business hours. Interested persons may file comments on the application with the Town of Williamson Clerk, 6380 Route 21, Williamson, NY 14589 and with the New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223. 1x: 8/19/18

AFFIDAVIT OF PUBLICATION

State of New York

SS:

County of Wayne

Linda G. Stevenson, being duly sworn, says that she is the Bookkeeper for *The Sun & Record with the Wayne County Mail*, a weekly newspaper published in Williamson, Wayne County, State of New York, and that the legal notice for

LEGAL NOTICE FOR APPLICATION OF FRANCHISE RENEWAL

a copy of which is annexed, has been published one week as ordered, on the 23rd of August, 2018.

Linda G. Stevenson

Sworn pefore me this 28rd day of August, 2018. ANCE Votary Public

TERRENCE GRAY TRYON Notary Public, State of New York No. 01TR6347356 Qualified in Monroe County Commission Expires August 29, 20_20 1

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 Town of Williamson, Wayne County, New York. The application and all comments filed relative thereto are available for public inspection at the Town of Williamson office during normal business hours. Interested persons may file comments on the application with the Town of Williamson Clerk, 6380 Route 21, Williamson, NY 14589 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.

AUGUST 23, 2018