



August 25, 2017

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 Bemus Point, 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 June 20, 2017
3. Fully executed copy of Franchise Renewal Agreement dated August 7, 2017
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

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 BEMUS POINT**, 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:

**Time Warner Cable
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 July 18, 2017 are:

Franchise Name	Subscribers		Subscribers
Bemus Point, Village of	257	Harmony, Town of	107
Busti, Town of	824	Jamestown, City of	6485
Carroll, Town of	501	Kiantone, Town of	263
Celoron, Village of	271	Lakewood, Village of	1085
Cherry Creek, Village of	82	Mina, Town of	267
Clymer, Town of	196	North Harmony, Town of	286
Ellery, Town of	1055	Panama, Village of	103
Ellicott, Town of	1298	Poland, Town of	304
Ellington, Town of	78	Sinclairville, Village of	183
Falconer, Village of	649	South Dayton, Village of	112
French Creek, Town of	56	Villanova, Town of	34
Gerry, Town of	155		

6. The following signals are regularly carried by the WNY (WNY Suburban Lineup) 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 Bemus Point 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	0.77	Harmony, Town of	0.32
Brocton, Village	0.00	Jamestown, City of	3.22
Busti, Town of	1.71	Kiantone, Town of	0.00
Carroll, Town of	0.00	Lakewood, Village of	0.07
Cassadaga, Village	0.08	Mina, Town of	0.32
Celoron, Village of	0.00	North Harmony, Town of	2.40
Cherry Creek, Village of	0.00	Panama, Village of	0.00
Clymer, Town of	0.20	Poland, Town of	1.89
Ellery, Town of	2.21	Pomfret, Town	0.05
Ellicott, Town of	0.95	Portland, Town	0.00
Ellington, Town of	1.34	Sinclairville, Village of	0.36
Falconer, Village of	1.00	South Dayton, Village of	0.00
Fredonia, Village	2.2	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 Bemus Point Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 08/25/17



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
- 1245 WGRZ - Antenna TV
- 1246 WGRZ - TJN
- 1250 WUTV - ZUUS Country
- 1251 WUTV - Grit
- 1300 Leased 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
- 52 Spectrum SportsChannel
- 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
- 110 BBC America
- 129 National Geographic
- 138 Investigation Discovery
- 171 Oxygen
- 206 FOX Business Network
- 207 Bloomberg Television
- 314 NBC Sports Network
- 324 Spectrum SportsChannel 2
- 325 Spectrum SportsChannel 3
- 384 SEC Network
- 385 SEC Extra
- 400 FOX Sports 1
- 403 Velocity
- 461 INSP
- 463 Daystar
- 464 TBN
- 470 SonLife
- 481 QVC2
- 484 HSN2
- 492 Liquidation Channel
- 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
- 109 FXX
- 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 Centric
- 185 ASPIRE TV
- 187 Ovation
- 209 BBC World News
- 213 Radar
- 215 Spectrum News - NY1
- 254 Disney Junior
- 255 Sprout
- 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
- 370 ESPN
- 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

- 215 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
- 518 HBO - W
- 519 HBO 2 - W
- 520 HBO Signature - W
- 521 HBO Family - W
- 522 HBO Comedy - W
- 523 HBO Zone - W
- 524 HBO Latino - W

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
- 539 Cinemax - W
- 541 ActionMAX - W
- 542 ThrillerMAX - W

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-E

SPECTRUM TV GOLD

(Includes Spectrum TV Silver and the following channels)

Digi Tier 2

- 14 BET
- 34 Nickelodeon
- 36 Spike
- 37 VH1
- 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 Centric
- 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/Buzz.Bt
- 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
- 408 Outdoor Channel
- 413 TVG
- 417 BeIN SPORTS
- 419 FOX Soccer Plus
- 420-424 Sports Overflow
- 443 BeIN SPORTS Español
- 468 FamilyNet
- 620 MoviePlex
- 621 IndiePlex
- 622 RetroPlex
- 623 FLIX - E
- 634 Universal
- 640 HDNet Movies
- 1554 Willow TV

TMC

- 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

EPIX

- 595 EPIX
- 596 EPIX - W
- 597 EPIX 2 - E
- 599 EPIX Drive-In

MULTICULTURAL CHANNELS

LATINO VIEW

- 15 Telemundo
- 145 El Rey Network
- 414 ONE World Sports
- 416 GOL TV
- 417 BeIN SPORTS
- 440 ESPN Deportes
- 442 FOX Deportes
- 443 BeIN SPORTS Español
- 804 UniMás
- 806 Azteca América
- 811 Estrella TV
- 827 Galavisión
- 834 CNN en Español
- 841 canal 22 internacional
- 842 Estudio 5
- 843 Multimedios Televisión
- 844 Once Canal
- 845 TeleFórmula
- 847 FOROtv
- 849 Ultra Docu
- 850 Canal Sur
- 850 CentroamericaTV
- 853 SUR Perú
- 855 TV Chile
- 856 Caracol
- 857 RCN Nuestra Tele
- 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 tnovelas
- 898 NBC Universo
- 899 Tr3s
- 913 Video Rola
- 913 ViendoMovies
- 915 Ultra Fiesta
- 918 Ultra Familia
- 919 Ultra Kidz
- 921 Cartoon Network (SAP)
- 922 Semillitas
- 923 ¡Sorpresa! TV
- 924 Discovery Familia
- 925 Disney XD (SAP)
- 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

- 983 Ultra Mex
- 984 Ultra Cine
- 985 Ultra Clásico

MI PLAN LATINO

(Includes Spectrum TV Basic, Latino View 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

- 540 Music Choice
- 650 iN DEMAND Previews
- 651 PPV Events
- 660 iN DEMAND 1
- 661 iN DEMAND 2
- 702-708 NHL Center Ice/MLB Extra Innings
- 709-722 MLB Extra Innings
- 726-743 NBA League Pass
- 752-758 NHL Center Ice/MLB Extra Innings
- 759-772 NHL Center Ice
- 775-778 NBA League Pass
- 779-783 MLS Direct Kick
- 1400 CTI-Zhong Tian
- 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
- 1553 STAR India PLUS
- 1575 TV5MONDE
- 1581 RAI Italia
- 1586 DW Amerika
- 1592 TVP Polonia
- 1595 Polish Radio 1
- 1596 Polish Radio 3
- 1610 RTN Plus Russian
- 1612 CIR (Russia)
- 1613 RTVI (Russian)
- 1621 Russian Kino
- 1632 ART Cable
- 1803 Hustler TV
- 1805 Penthouse TV (Prem.)
- 1807 REAL
- 1809 TEN
- 1811 Playboy TV
- 1812 Playboy TV en Español
- 1828 Manhandle
- 1832 REAL
- 1833 Penthouse TV (Pay-Per-View)
- 1834 TEN PPV
- 1849 Here TV
- 1901-1950 Music Choice

ALPHABETICAL CHANNEL LIST

5 StarMAX - E..... 537	DW Amerika..... 1586	HLN..... 29	PAC-12 Oregon..... 379	StarzEncore Wstns-E... 607	WNED - PBS..... 9
A&E..... 44	DWLS Filipino Audio... 1457	HSN..... 176	PAC-12 Washington..... 378	SundanceTV..... 625	WNLO - The CW..... 10
ABP News..... 1551	DZBB Filipino Audio... 1456	HSN2..... 484	Penthouse TV (Pay-Per-View)..... 1833	Super Canal..... 870	WNYB - IND..... 16
ActionMAX - E..... 533	EI..... 64	Hustler TV..... 1803	Penthouse TV (Prem.) 1805	SUR Perú..... 853	WNYO - MyTV..... 13
ActionMAX - W..... 541	Ecuavisa Internacional . 865	IFC..... 627	Phoenix InfoNews..... 1404	SWAGAT TV..... 1540	WPXJ - ION..... 18
AMC..... 26	El Garage TV..... 936	iN DEMAND 1..... 660	Phoenix N. America..... 1403	Syfy..... 47	WSEE - CBS..... 5
American Heroes Ch... 140	El Rey Network..... 145	iN DEMAND 2..... 661	Playboy TV..... 1811	TBN..... 464	WUTV - FOX..... 6
Animal Planet..... 53	EPIX..... 595	iN DEMAND Previews . 650	Playboy TV en Español 1812	TBN Enlace USA..... 946	WUTV - Grit..... 1251
Antena 3 Internacional. 877	EPIX - W..... 596	IndiePlex..... 621	Polish Radio 1..... 1595	TBS..... 20	WUTV - ZUUS Country ... 1250
ART Cable..... 1632	EPIX 2 - E..... 597	INSP..... 461	Polish Radio 3..... 1596	TCM..... 65	YES Network..... 43
ASPIRE TV..... 185	EPIX Drive-In..... 599	Investigation Discovery . 138	Pop..... 175	Tele El Salvador..... 861	ZEE TV..... 1533
Atres Series..... 926	ESPN..... 39	ITV Gold..... 1539	PPV Events..... 651	TeleFórmula..... 845	
AXS TV..... 299	ESPN Classic..... 303	Jewelry TV..... 188	Public Access..... 19	Telemicro..... 871	
AyM Sports..... 962	ESPN Deportes..... 440	Leased Access..... 1300	QVC..... 159	Telemundo..... 15	
Azteca América..... 806	ESPN GoalLn/Buzz.Bt.. 371	Life OK..... 1552	QVC2..... 481	Television Dominicana . 872	
Baby First TV..... 256	ESPN2..... 40	Lifetime..... 41	Radar..... 213	TEN..... 1809	
BabyFirstTV (SAP)..... 928	ESPNEWS..... 302	Lifetime Real Women... 174	RAI Italia..... 1581	TEN PPV..... 1834	
BabyTV (SAP)..... 929	ESPNU..... 370	Liquidation Channel... 492	RCN Nuestra Tele..... 857	Tennis Channel..... 406	
BBC America..... 110	Estrella TV..... 811	LMN..... 71	REAL..... 1807	The Filipino Channel... 1450	
BBC World News..... 209	Estudio 5..... 842	LOGO..... 179	REAL..... 1832	The Impact Network... 474	
BeIN SPORTS..... 417	EVINE..... 194	Manhandle..... 1828	Reelz..... 128	The Weather Channel... 30	
BeIN SPORTS Español 443	EWTV..... 50	Mexicanal..... 935	RetroPlex..... 622	ThrillerMAX - E..... 534	
BET..... 14	EWTV en Español..... 945	Military History..... 141	REVOLT..... 291	ThrillerMAX - W..... 542	
BET Jams..... 287	FamilyNet..... 468	MLB Extra Innings. 709-722	RFDTV..... 297	TLC..... 17	
BET Soul..... 290	FCS Atlantic..... 372	MLB Network..... 306	RTN Plus Russian..... 1610	TMC - E..... 571	
Bloomberg Television.. 207	FCS Central..... 373	MLB Strike Zone..... 307	RTVI (Russian)..... 1613	TMC XTRA - E..... 572	
Boomerang..... 253	FCS Pacific..... 374	MLS Direct Kick..... 779-783	Russian Kino..... 1621	TNT..... 25	
Bravo..... 69	FLIX - E..... 623	MoreMAX - E..... 532	Sahara Filmy..... 1532	Tr3s..... 899	
BTN..... 382	FM..... 68	MovieMAX - E..... 538	SBN (Vietnamese)..... 1515	Travel Channel..... 55	
BYUtv..... 465	Food Network..... 54	MoviePlex..... 620	Science Channel..... 136	truTV..... 61	
C-SPAN..... 23	FOROTv..... 847	MSG..... 42	SEC Extra..... 385	TV Asia..... 1542	
C-SPAN2..... 226	FOX Business Network 206	MSG Plus..... 57	SEC Network..... 384	TV Chile..... 855	
C-SPAN3..... 227	FOX Deportes..... 442	msnbc..... 31	Semillitas..... 922	TV Japan..... 1500	
CIR (Russia)..... 1612	FOX Life..... 891	MTV..... 38	SET Asia..... 1541	TV Land..... 51	
canal 22 internacional... 841	FOX News Channel..... 58	MTV Classic..... 120	SHO 2 - E..... 552	TV Venezuela..... 867	
Canal Sur..... 850	FOX Soccer Plus..... 419	MTV Live..... 286	SHO Beyond - E..... 555	TV5MONDE..... 1575	
Caracol..... 856	FOX Sports 1..... 400	MTV2..... 119	SHO Extreme - E..... 554	TVB1 Cantonese..... 1422	
Cartoon Network..... 49	FOX Sports 2..... 401	Multimedios Televisión . 843	SHO Next - E..... 556	TVB2 Cantonese..... 1423	
Cartoon Network (SAP)921	Freeform..... 33	Music Choice..... 1901-1950	SHO Women - E..... 557	TVBE Cantonese..... 1424	
CBS Sports Network..... 315	Fuse..... 169	Music Choice..... 540	Showtime - E..... 551	TVBS Mandarin..... 1425	
CCTV-4..... 1401	FX..... 56	Nat Geo Mundo..... 931	Showtime Fam Zn-E... 558	TVBV Vietnamese..... 1516	
Centric..... 182	FX Movie Channel..... 632	Nat Geo Wild..... 130	Showtime Showcase-E 553	TVG..... 413	
CentroamericaTV..... 850	FXX..... 109	National Geographic... 129	Smithsonian Channel... 131	TVP Polonia..... 1592	
Cine Mexicano..... 972	fyi..... 134	NBA League Pass. 726-743	SonLife..... 470	Ultra Cine..... 984	
Cinelatino..... 971	GAC..... 295	NBA League Pass. 775-778	¡Sorpresal TV..... 923	Ultra Clásico..... 985	
Cinemax - E..... 531	Galavisión..... 827	NBA TV..... 308	Spectrum News - NY1... 215	Ultra Docu..... 849	
Cinemax - E..... 536	GMA Life TV..... 1453	NBC Sports Network... 314	Spectrum News - Western New York..... 1	Ultra Familia..... 918	
Cinemax - W..... 539	GMA Pinoy TV..... 1452	NBC Universo..... 898	Spectrum SportsChannel.. 52	Ultra Fiesta..... 915	
CMT..... 63	GOL TV..... 416	NFL Network..... 310	Spectrum SportsChannel 2 324	Ultra Kidz..... 919	
CNBC..... 32	Golf Channel..... 45	NFL RedZone..... 311	Spectrum SportsChannel 3 325	Ultra Macho..... 937	
CNBC World..... 208	GSN..... 177	NHL Center Ice..... 759-772	Spike..... 36	Ultra Mex..... 983	
CNN..... 28	Hallmark Channel..... 11	NHL Center Ice/MLB Extra Innings..... 702-708	Sports Overflow.. 420-424	UniMás..... 804	
CNN en Español..... 834	Hallmark Mov. & Myst... 629	NHL Center Ice/MLB Extra Innings..... 752-758	SportsNet New York... 46	Universal..... 634	
Comedy Central..... 66	HBO - E..... 215	NHL Network..... 312	Sprout..... 255	Univisión tlnovelas... 895	
Cooking Channel..... 163	HBO - W..... 518	Nick Jr..... 257	STAR India GOLD..... 1550	UP..... 124	
Crime & Investigation... 137	HBO 2 - E..... 512	Nick Music..... 288	STAR India PLUS..... 1553	USA Network..... 27	
CTI-Zhong Tian..... 1400	HBO 2 - W..... 519	Nickelodeon..... 34	Starz - E..... 581	Velocity..... 403	
Cubaplay..... 875	HBO Comedy - E..... 515	Nicktoons..... 262	Starz Cinema - E..... 585	VH1..... 37	
Daystar..... 463	HBO Comedy - W..... 522	NY State Legislature... 83	Starz Comedy - E..... 586	Viceland..... 133	
Destination America... 135	HBO Family - E..... 514	Once Canal..... 844	Starz Edge - E..... 582	Video Rola..... 913	
Discovery Channel..... 35	HBO Family - W..... 521	ONE World Sports..... 414	Starz Kids & Fam. - E... 584	ViendoMovies..... 913	
Discovery en Español... 930	HBO Latino - E..... 517	Outdoor Channel..... 408	Starz Encore - E..... 602	WAPA América..... 874	
Discovery Familia..... 924	HBO Latino - W..... 524	Ovation..... 187	Starz Encore Action-E... 603	WBBZ - MeTV..... 72	
Discovery Family..... 266	HBO Signature - E..... 513	OWN..... 24	Starz Encore Black-E... 604	WE tv..... 67	
Discovery Life Channel... 70	HBO Signature - W..... 520	Oxygen..... 171	Starz Encore Classic-E.. 605	WGN America..... 22	
Disney Channel..... 62	HBO Zone - E..... 516	PAC-12 Arizona..... 377	Starz Encore Fam-E.... 608	WGRZ - Antenna TV.. 1245	
Disney Junior..... 254	HBO Zone - W..... 523	PAC-12 Bay Area..... 381	Starz Encore Susp-E... 606	WGRZ - NBC..... 2	
Disney XD..... 265	HDNet Movies..... 640	PAC-12 Los Angeles... 376		WGRZ - T.J.N..... 1246	
Disney XD (SAP)..... 925	Here TV..... 1849	PAC-12 Mountain..... 380		WICU - NBC..... 12	
DIY Network..... 161	HGTV..... 60	PAC-12 Network..... 375		Willow TV..... 1554	
	HISTORY..... 48			WIVB - CBS..... 4	
	HISTORY en Español... 932			WKBW - ABC..... 7	
	HITN..... 933				

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)*

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	\$12.95
Manhandle	\$12.95
VIVID	\$12.95
ART	\$12.99
Playboy TV	\$16.95
Adult 3-Pack	\$24.95

INSTALLATION/SERVICE CALL (PER ACTIVITY)

Primary Installation/Reconnect (when truck roll required) ^A	\$49.99
Trip Charge ^F	\$49.99
Custom Work	
Hourly Service 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™	\$22.00
Tuning Adapter	\$130.00
Guide Narration Laptop	\$496.46

MISCELLANEOUS CHARGES (PER MONTH)

Broadcast TV Surcharge ^B	\$6.05
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MISCELLANEOUS CHARGES (PER ACTIVITY)

Late Fee	\$8.95
Reconnection Fee	\$4.99
Insufficient Funds Fee	\$20.00
Phone Payment Processing (Agent Assisted)	\$5.00

EQUIPMENT RENTAL & OTHER SERVICES (PER MONTH)

Spectrum Receiver & Remote (per outlet) ^C	\$3.99
Secure Connection (per receiver or CableCARD) ^D	\$1.00
CableCARD (each) ^E	\$1.00
DVR Service (1 DVR receiver)	\$11.99
DVR Service Package (up to 4 DVR receivers) (additional \$19.99 for 5-8 DVR receivers)	\$19.99

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 The Secure Connection charge ensures that the connection between a Spectrum Receiver (or any other authorized device) and the Charter network is secure and that subscribers receive through the connection all of the services they are lawfully authorized to receive.

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

* 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 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.

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)

STATE OF NEW YORK
Village of Bemus Point
County of Chautauqua

In the Matter of the Granting of a Cable Television Franchise Held by Time Warner Cable Northeast LLC in the Village of Bemus Point, County of Chautauqua, New York

RESOLUTION

An application has been duly made to the Board of the Village of Bemus Point, County of Chautauqua, New York, by Time Warner Cable Northeast LLC, I/k/a Charter Communications, a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, for the approval of a renewal agreement for Time Warner Cable's cable television franchise for ten (10) years commencing with the date of approval by the Public Service Commission commencing with the date of approval by the Public Service Commission.

The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Village of Bemus Point, New York on June 20 at 6:50pm and notice of the hearing was published in the Post Journal on 6/8/17 ^{then} and 10/12/17.

NOW, THEREFORE, the Board of the Village of Bemus Point finds that:

1. Time Warner Cable Northeast LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
-


2. Time Warner Cable Northeast LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Time Warner Cable Northeast LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the Village of Bemus Point hereby grants the cable television franchise of Time Warner Cable Northeast LLC and the Village of Bemus Point for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years hence.

BE IT FURTHER RESOLVED that the Board of the Village of Bemus Point hereby confirms acceptance of this Franchise Renewal Agreement.

The foregoing having received a 4-0 vote was thereby declared adopted.

Dated: 10/20/17


Village of Bemus Point Clerk

VILLAGE OF BEMUS POINT – FRANCHISE AGREEMENT
November 7, 2016

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Bemus Point, New York

AND

Time Warner Cable Northeast LLC
(a subsidiary of Charter Communications, Inc.)

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of 8/7/17 between the Village of Bemus Point (the "Grantor") and Time Warner Cable Northeast LLC, an indirect subsidiary of Charter Communications, Inc, and a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

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

WHEREAS, the Company is providing such service pursuant to a franchise dated April 4, 2006, and has substantially complied with the material terms of the franchise and applicable law; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Village of Bemus Point/Charter Communications Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 2.1 “Cable Act” means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.
- 2.2 “Cable Service” shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.
- 2.3 “Cable System” or “System” shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.
- 2.4 “Channel” means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.
- 2.5 “Effective Date” has the meaning given to it in Section 3.4 of this Agreement.
- 2.6 “FCC” means the Federal Communications Commission, its designee, or any successor thereto.
- 2.7 “Franchise Area” means the territorial area of the Village of Bemus Point. Such area shall include all areas annexed by the Village of Bemus Point. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 “Grantee” means Time Warner Cable Northeast LLC or any successor thereto.
- 2.9 “Gross Revenues” means all revenue derived directly or indirectly from the provision of cable television service to subscribers in this franchised municipality as determined in accordance with generally accepted accounting principles (“GAAP”) received by Grantee from subscribers and derived from the operation of the cable system to provide cable services. Additionally, revenue from local advertising, leased access programming and home shopping shall be included and shall be calculated on a pro-rata basis using the number of subscribers served in the community. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee

on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.

- 2.10 “NYPSC” means the New York Public Service Commission or any successor agency.
- 2.11 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit
- 2.12 “Public Property” means any real property owned by any governmental unit.
- 2.13 “Streets” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.14 “Subscriber” means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.
- 2.15 “Standard Drop” means a standard cable connection, defined as no more than 150 feet from existing cable lines.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

- 3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor’s Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the “Franchise”). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.
- 3.2 Authority for Use of Streets.
 - A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
 - B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any “one-call” or similar system for the exchange of information on the utility location or work to be conducted.

Bemus Point, NY 14712

If to Grantee: Charter Communications
Attn: Government Affairs
2604 Seneca Avenue
Niagara Falls, NY 14305

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

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.
- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other

document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

“Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person.”

- D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor’s consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee’s request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee’s election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee’s choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

- 3.9 Continuing Administration. The Mayor is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

- 4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC’s rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results

of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

SECTION 5. EAS AND PEG.

- 5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYSPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

SECTION 6. CONSTRUCTION PROVISIONS.

- 6.1 Construction Standards.
- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.
- B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
- C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
- D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
- F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of (78) channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.
- 6.2 Construction Codes.

- A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.
- B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

- A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.
- B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPSC.

6.5 Undergrounding of Cable.

- A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.
- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment.

Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.

6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

- 7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.
- 7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.
- 7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.
- 7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

- 8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.
- 8.2 Customer Service.
- A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.
- B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

SECTION 9. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.

- B. Payments due the Grantor under this provision shall be computed at the end of each calendar year. Payments shall be due and payable for each year not later than February 15 of the following year. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. 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.
- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

10. INDEMNITY AND INSURANCE.

10.1 Indemnity

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.

- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
- (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
 - (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
 - (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

- A. 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 Umbrella Liability	\$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 Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.

- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.
- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks' notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.
- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.
- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.
- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks' notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to

inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.
- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS.

- 14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.
- 14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

- 14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.
- 14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.
- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.
- 14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of 8/7/2017.

GRANTOR OF THE VILLAGE OF BEMUS POINT

TIME WARNER CABLE
NORTHEAST LLC
By Charter Communications, Inc., Its
Manager

By: Bryan P. Dabney
Title: Mayor

By: Paul Alt
Title: VP, LOCAL GOVT AFFAIRS
AND FRANCHISING

AFFIDAVIT OF PUBLICATION

State of New York
County of Chautauqua
City of Jamestown

LEGAL NOTICE
Village Board Meeting
PLEASE TAKE NOTICE:
that the Board of Trustees
for the Village of Bemus
Point, NY will hold a public
hearing on June 20 at
8:50pm to approve the
Cable Franchise Agree-
ment between Spectrum
Cable and The Village of
Bemus Point. The meeting
will be held at 18 Alburta
Ave, Bemus Point, NY
14712.
Jen Jaeger
Village Clerk
June 7, 2017
183746 6-8, 6-12-2017

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: 6-8, 6-12-2017

Signed Taphna J. Blood
Taphna Blood, Accounting Clerk
Signed before me this 12th of June, 2017

Barbara J. Musso Notary Public

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

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: 8-11, 8-18-2017

Signed Taphna J. Blood

Taphna Blood, Accounting Clerk
Signed before me this 23rd of August, 2017

Barbara J. Russo Notary Public

**LEGAL NOTICE
FOR APPLICATION OF
FRANCHISE RENEWAL**
PLEASE TAKE NOTICE
that Time Warner Cable
Northeast LLC, locally
known as Charter Com-
munications, has filed an
application for renewal of
its Cable Television Fran-
chise in the Village of
Bemus Point, Chautauqua
County, New York.
The application and all
comments filed relative
thereto are available for
public inspection at the
Village of Bemus Point of-
fice during normal busi-
ness hours. Interested
persons may file com-
ments on the application
with the Village of Bemus
Point Clerk, 13 Albutus
Avenue, Bemus Point, NY
14712 and with the New
York State Public Service
Commission within 10
days of publication. Com-
ments may be addressed to
Hon. Kathleen Burgess,
Secretary, New York State
Public Service Commis-
sion, 3 Empire State Pla-
za, Albany, NY 12223.
164066 8-11, 8-18-2017

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