



November 28, 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 Town of Ashland, 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 September 14, 2017
3. Fully executed copy of Franchise Renewal Agreement dated September 14, 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**

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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 ASHLAND**, County of Chemung, New York.

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

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

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of video subscribers in each of the communities as of October, 2017 are:

Municipality	Subscribers
Ashland, Town of	119
Ashland, Town of	9
Big Flats, Town of	1729
Catlin, Town of	198
Chemung, Town of	123
Elmira Heights, Village of	1131
Elmira, City of	5870
Elmira, Town of	1687
Elmira, Town of	23
Erin, Town of	210
Horseheads, Town of	2437
Horseheads, Village of	1580
Millport, Village of	63
Painted Post, Village of	437
Southport, Town of	2329
Veteran, Town of	513
Wellsburg, Village of	186

6. The following signals are regularly carried by the CNY(Elmira 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 Town of Ashland 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:

Municipality	Plant Miles added 2016
Ashland, Town of	
Ashland, Town of	0.00
Big Flats, Town of	0.81
Catlin, Town of	0.16
Chemung, Town of	0.02
Elmira Heights, Village of	0.00
Elmira, City of	0.20
Elmira, Town of	
Elmira, Town of	0.09
Erin, Town of	0.00
Horseheads, Town of	0.24
Horseheads, Village of	0.00
Millport, Village of	0.00
Painted Post, Village of	0.00
Southport, Town of	0.03
Veteran, Town of	0.00
Wellsburg, Village 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.

\_\_\_\_\_

\_\_\_\_\_

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 Town of Ashland Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 11/28/17



By: \_\_\_\_\_

Mark Meyerhofer  
Director, Government Affairs  
Charter Communications



Elmira, NY  
Location : 14894

Not on Digital Adapters

STARTER TV

4	ABC (WENY) HD	10	ION Television HD	1	Spectrum News Southern Tier HD
1200	ABC (WENY) HD	125	ION Television HD	7	Spectrum News Southern Tier HD
5	C-SPAN	3	NBC (WETM) HD	200	Spectrum News Southern Tier HD
12	CBS (WENY) HD	1203	NBC (WETM) HD	11	WETM 2 (WETM) HD
1209	CBS (WENY) HD	83	● New York State Legislative Channel	1245	WETM 2 (WETM) HD
2	CW (WENY)	229	● New York State Legislative Channel	9	WGN America HD
1212	CW (WENY)	8	PBS (WSKG) HD	126	WGN America HD
1276	Create (WSKG)	1221	PBS (WSKG) HD	1277	World (WSKG)
13	FOX (WYDC) HD	1275	PBS Kds (WSKG)		
1206	FOX (WYDC) HD				

STANDARD TV

15	A&E HD	23	CNN HD	206	Fox Business Network HD
102	A&E HD	201	CNN HD	46	Fox News Channel HD
28	AMC HD	55	Cartoon Network HD	202	Fox News Channel HD
105	AMC HD	264	Cartoon Network HD	400	Fox Sports 1 HD
420	● Additional Sports Programming 1	56	Comedy Central HD	34	Freeform HD
421	● Additional Sports Programming 2 HD	113	Comedy Central HD	122	Freeform HD
422	● Additional Sports Programming 3 HD	21	Discovery Channel HD	65	Golf Channel HD
423	● Additional Sports Programming 4 HD	106	Discovery Channel HD	405	Golf Channel HD
424	● Additional Sports Programming 5 HD	45	Discovery Life	37	HGTV HD
54	Animal Planet HD	180	Discovery Life	160	HGTV HD
132	Animal Planet HD	41	Disney Channel HD	30	HLN HD
110	BBC America HD	251	Disney Channel HD	204	HLN HD
31	BET HD	60	E! HD	176	HSN HD
181	BET HD	168	E! HD	483	HSN HD
20	Bravo HD	29	ESPN HD	53	Hallmark Channel HD
167	Bravo HD	300	ESPN HD	123	Hallmark Channel HD
92	C-SPAN 2	51	ESPN2 HD	629	● Hallmark Movies & Mysteries HD
226	C-SPAN 2	301	ESPN2 HD	472	Hillsong Channel HD
50	CMT HD	64	EWTN HD	496	Hillsong Channel HD
293	CMT HD	460	EWTN HD	62	History HD
33	CNBC HD	194	Evine HD	107	History HD
205	CNBC HD	487	Evine HD	627	IFC HD
		52	FX HD	138	● Investigation Discovery HD
		108	FX HD	67	LMN HD
		109	FXX HD		
		38	Food Network HD		
		162	Food Network HD		

630	LMN HD	90	Oxygen HD	63	TCM HD
14	Lifetime HD	171	Oxygen HD	631	TCM HD
170	Lifetime HD	159	QVC HD	59	TLC HD
27	MSG HD	480	QVC HD	166	TLC HD
318	MSG HD	384	SEC Network HD	35	TNT HD
25	MSG Plus HD	22	SNY HD	103	TNT HD
319	MSG Plus HD	320	SNY HD	40	TV Land HD
326	MSG2 HD	61	SYFY HD	121	TV Land HD
327	MSG2 Plus HD	111	SYFY HD	32	The Weather Channel HD
39	MSNBC HD	482	Shop Zeal 1	211	The Weather Channel HD
203	MSNBC HD	489	Shop Zeal 2 - Inspiration	36	Travel Channel HD
19	MTV HD	485	Shop Zeal 3 - Lifestyle	165	Travel Channel HD
118	MTV HD	486	Shop Zeal 4 - Lifestyle	17	USA HD
69	NBCSN HD	488	Shop Zeal 5 - News & Info	101	USA HD
314	NBCSN HD	43	Spectrum Sports	68	VH1 HD
47	National Geographic HD		Syracuse HD	117	VH1 HD
129	National Geographic HD	323	Spectrum Sports	48	WE tv HD
16	Nickelodeon HD		Syracuse HD	172	WE tv HD
258	Nickelodeon HD	18	Spike HD	49	YES Network HD
66	OWN HD	116	Spike HD	321	YES Network HD
173	OWN HD	625	SundanceTV HD	57	truTV HD
70	Oxygen HD	24	TBS HD	112	truTV HD
		104	TBS HD		

PREFERRED TV

185	ASPiRE	302	ESPNews HD	119	MTV2 HD
491	America's Auction Network	145	El Rey HD	308	NBA TV HD
		292	FM HD	310	NFL Network HD
140	American Heroes Channel HD	632	FX Movie Channel	130	Nat Geo Wild HD
		134	FYI HD	257	Nick Jr HD
209	BBC World News HD	401	Fox Sports 2	288	Nick Music
256	BabyFirst TV	169	Fuse HD	262	Nicktoons HD
207	Bloomberg TV HD	900	Fuse HD	408	Outdoor Channel HD
253	Boomerang	490	Gem Shopping Network	187	Ovation TV HD
227	C-SPAN 3	295	Great American Country	481	QVC2
315	CBS Sports Network HD	484	HSN2 HD	297	RFD-TV HD
208	CNBC World	461	INSP HD	178	RLTV
182	Centric	621	IndiePlex	128	ReelzChannel HD
163	Cooking Channel HD	188	Jewelry Television	622	RetroPlex HD
137	Crime & Investigation HD	499	Jewelry Television	291	Revolt HD
161	DIY Network HD	469	Jewish Life TV	136	Science Channel HD
463	Daystar	1310	Leased Access	492	Shop LC
135	Destination America HD	174	Lifetime Real Women	131	Smithsonian Channel HD
266	Discovery Family HD	179	Logo	215	Spectrum News NY1 HD
254	Disney Junior HD	306	MLB Network HD	464	TBN SD
265	Disney XD HD	120	MTV Classic	263	TeenNick
370	ESPNU HD	286	MTV Live	406	Tennis Channel HD

124	UP HD	403	Velocity HD	186	Youtoo
255	Universal Kids HD	133	Viceland HD		

VARIETY LITE ESPAÑOL

850	Canal Sur	847	FOROtv	895	Univision tlnovelas
971	Cine Latino	932	History en Espanol	913	Video Rola
930	Discovery en Espanol	898	NBC Universo East	443	beIN SPORTS Espanol HD
440	ESPN Deportes HD	441	Spectrum Deportes HD	958	beIN SPORTS Espanol HD
950	ESPN Deportes HD	951	Spectrum Deportes HD		

EL PAQUETAZO

ADULT

1800	Adult On Demand	1827	Manhandle OnDemand	1807	REAL
1825	HIS OnDemand	1847	Outrageous OnDemand	1806	Real On Demand
1849	Here TV	1805	Penthouse	1832	Real Pay-Per-View
1848	Here TV On Demand	1833	Penthouse	1809	TEN
1803	Hustler TV	1804	Penthouse On Demand	1834	TEN
1802	Hustler TV HD	1810	Playboy On Demand	1846	Too Much For TV OnDemand
1801	Hustler TV On Demand	1811	Playboy TV		Vivid On Demand
1828	Manhandle	1812	Playboy en Espanol	1814	Vivid TV
				1815	

CINEMAX

537	5 StarMax HD	530	Cinemax On Demand	535	OuterMax HD
533	ActionMax HD	539	Cinemax West	534	ThrillerMax HD
541	ActionMax West	536	Max Latino HD	542	ThrillerMax West
531	Cinemax HD	532	MoreMax HD		
540	Cinemax MoreMax West	538	MovieMAX HD		

DISNEY FAMILY MOVIES ON DEMAND

267	Disney Family Movies On Demand				
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DISNEY ON DEMAND

267	Disney Family Movies On Demand			268	Disney OnDemand
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EPIX

599	EPIX Drive-In	596	EPIX HD West	594	EPIX OnDemand
595	EPIX HD	598	EPIX Hits HD	597	EPIX2 HD

FAMILY PASS

253	Boomerang	161	DIY Network HD	251	Disney Channel HD
92	C-SPAN 2	266	Discovery Family HD	265	Disney XD HD
226	C-SPAN 2	45	Discovery Life	38	Food Network HD
227	C-SPAN 3	180	Discovery Life	162	Food Network HD
		41	Disney Channel HD		

37	HGTV HD	204	HLN HD	32	The Weather Channel HD
160	HGTV HD	257	Nick Jr HD	211	The Weather Channel HD
30	HLN HD	136	Science Channel HD		

HBO

515	HBO Comedy HD	517	HBO Latino HD	518	HBO West
522	HBO Comedy West	524	HBO Latino West	516	HBO Zone HD
514	HBO Family HD	510	HBO On Demand	523	HBO Zone West
521	HBO Family West	513	HBO Signature HD	512	HBO2 HD
511	HBO HD	520	HBO Signature West	519	HBO2 West

HD PASS

402	MAVTV HD	297	RFD-TV HD	417	beIN SPORTS HD
633	MGM HD	131	Smithsonian Channel HD		

INTERNATIONAL PREMIUMS

1551	ABP News	1404	Phoenix Info News	1542	TV Asia
1632	Arabic TV	1403	Phoenix North America	1500	TV Japan HD
1612	C1R - Channel 1 Russia	1595	Polskie Radio 1	1592	TV Polonia
1401	CCTV4	1596	Polskie Radio 3	1575	TV5MONDE
1400	CTI Zhong Tian Channel	1581	RAI Italia	1422	TVB1
1531	Eros On Demand	1610	RTN TV	1423	TVB2
1532	Filmy	1613	RTVi	1424	TVBE HD
1457	GMA DWLS Radio	1515	SBTN	1425	TVBS
1456	GMA DZBB Radio	1541	Set Asia	1516	TVBV
1453	GMA Life TV	1550	Star India Gold	803	Telemundo East
1452	GMA Pinoy TV	1553	Star India Plus	1554	Willow
1539	ITV Gold	1540	Swagat TV	1533	Zee TV
1552	Life OK	1450	TFC		
1557	NDTV 24x7	1621	TV 1000 Russian Kino		

MLB EXTRA INNINGS

709	NHL Center Ice/MLB Extra Innings 1		NHL Center Ice/MLB Extra Innings 12	761	NHL Center Ice/MLB Extra Innings 3
759	NHL Center Ice/MLB Extra Innings 1	721	NHL Center Ice/MLB Extra Innings 13	712	NHL Center Ice/MLB Extra Innings 4
718	NHL Center Ice/MLB Extra Innings 10	771	NHL Center Ice/MLB Extra Innings 13	762	NHL Center Ice/MLB Extra Innings 4
768	NHL Center Ice/MLB Extra Innings 10	722	NHL Center Ice/MLB Extra Innings 14	713	NHL Center Ice/MLB Extra Innings 5
719	NHL Center Ice/MLB Extra Innings 11	772	NHL Center Ice/MLB Extra Innings 14	763	NHL Center Ice/MLB Extra Innings 5
769	NHL Center Ice/MLB Extra Innings 11	710	NHL Center Ice/MLB Extra Innings 2	714	NHL Center Ice/MLB Extra Innings 6
720	NHL Center Ice/MLB Extra Innings 12	760	NHL Center Ice/MLB Extra Innings 2	764	NHL Center Ice/MLB Extra Innings 6
770		711	NHL Center Ice/MLB Extra Innings 3	715	



	NHL Center Ice/MLB Extra Innings 7	701	NHL Center Ice/MLB Extra Innings HD 2	705	NHL Center Ice/MLB Extra Innings HD 6
765	NHL Center Ice/MLB Extra Innings 7	751	NHL Center Ice/MLB Extra Innings HD 2	755	NHL Center Ice/MLB Extra Innings HD 6
716	NHL Center Ice/MLB Extra Innings 8	702	NHL Center Ice/MLB Extra Innings HD 3	706	NHL Center Ice/MLB Extra Innings HD 7
766	NHL Center Ice/MLB Extra Innings 8	752	NHL Center Ice/MLB Extra Innings HD 3	756	NHL Center Ice/MLB Extra Innings HD 7
717	NHL Center Ice/MLB Extra Innings 9	703	NHL Center Ice/MLB Extra Innings HD 4	707	NHL Center Ice/MLB Extra Innings HD 8
767	NHL Center Ice/MLB Extra Innings 9	753	NHL Center Ice/MLB Extra Innings HD 4	757	NHL Center Ice/MLB Extra Innings HD 8
700	NHL Center Ice/MLB Extra Innings HD 1	704	NHL Center Ice/MLB Extra Innings HD 5	708	NHL Center Ice/MLB Extra Innings HD 9
750	NHL Center Ice/MLB Extra Innings HD 1	754	NHL Center Ice/MLB Extra Innings HD 5	758	NHL Center Ice/MLB Extra Innings HD 9

MLS DIRECT KICK

734	NBA League Pass 1	730	NBA League Pass/MLS Direct Kick 6 HD	781	NBA League Pass/MLS Direct Kick 8
735	NBA League Pass 2				
736	NBA League Pass 3	775	NBA League Pass/MLS Direct Kick 6 HD	732	NBA League Pass/MLS Direct Kick 8 HD
737	NBA League Pass 4				
738	NBA League Pass 5	740	NBA League Pass/MLS Direct Kick 7	777	NBA League Pass/MLS Direct Kick 8 HD
743	NBA League Pass/MLS Direct Kick 10	780	NBA League Pass/MLS Direct Kick 7	742	NBA League Pass/MLS Direct Kick 9
783	NBA League Pass/MLS Direct Kick 10	731	NBA League Pass/MLS Direct Kick 7 HD	782	NBA League Pass/MLS Direct Kick 9
739	NBA League Pass/MLS Direct Kick 6	776	NBA League Pass/MLS Direct Kick 7 HD	733	NBA League Pass/MLS Direct Kick 9 HD
779	NBA League Pass/MLS Direct Kick 6	741	NBA League Pass/MLS Direct Kick 8	778	NBA League Pass/MLS Direct Kick 9 HD

MUSIC CHOICE

1006	MC On Demand	1914	-MC14:	1929	-MC29:
1900	MC On Demand	1915	-MC15:	1930	-MC30:
1901	-MC01	1916	-MC16:	1931	-MC31:
1902	-MC02	1917	-MC17:	1932	-MC32:
1903	-MC03	1918	-MC18:	1933	-MC33:
1904	-MC04:	1919	-MC19:	1934	-MC34:
1905	-MC05:	1920	-MC20:	1935	-MC35:
1906	-MC06	1921	-MC21:	1936	-MC36:
1907	-MC07:	1922	-MC22:	1937	-MC37:
1908	-MC08:	1923	-MC23:	1938	-MC38:
1909	-MC09:	1924	-MC24:	1939	-MC39:
1910	-MC10:	1925	-MC25:	1940	-MC40:
1911	-MC11:	1926	-MC26:	1941	-MC41:
1912	-MC12:	1927	-MC27:	1942	-MC42:
1913	-MC13:	1928	-MC28:	1943	-MC43:

1944	-MC44: Tropicales	1947	-MC47	1950	-MC50:
1945	-MC45:	1948	-MC48:		
1946	-MC46:	1949	-MC49:		

NBA LEAGUE PASS

734	NBA League Pass 1	779	NBA League Pass/MLS Direct Kick 6		NBA League Pass/MLS Direct Kick 8
725	NBA League Pass 1 HD			732	NBA League Pass/MLS Direct Kick 8 HD
735	NBA League Pass 2	730	NBA League Pass/MLS Direct Kick 6 HD		
726	NBA League Pass 2 HD	775	NBA League Pass/MLS Direct Kick 6 HD	777	NBA League Pass/MLS Direct Kick 8 HD
736	NBA League Pass 3	740	NBA League Pass/MLS Direct Kick 7	742	NBA League Pass/MLS Direct Kick 9
727	NBA League Pass 3 HD	780	NBA League Pass/MLS Direct Kick 7	782	NBA League Pass/MLS Direct Kick 9
737	NBA League Pass 4	731	NBA League Pass/MLS Direct Kick 7 HD	733	NBA League Pass/MLS Direct Kick 9 HD
728	NBA League Pass 4 HD	776	NBA League Pass/MLS Direct Kick 7 HD	778	NBA League Pass/MLS Direct Kick 9 HD
738	NBA League Pass 5	741	NBA League Pass/MLS Direct Kick 8	308	NBA TV HD
729	NBA League Pass 5 HD	781			
743	NBA League Pass/MLS Direct Kick 10				
783	NBA League Pass/MLS Direct Kick 10				
739	NBA League Pass/MLS Direct Kick 6				

NHL CENTER ICE

709	NHL Center Ice/MLB Extra Innings 1	760	NHL Center Ice/MLB Extra Innings 2		NHL Center Ice/MLB Extra Innings 9
759	NHL Center Ice/MLB Extra Innings 1	711	NHL Center Ice/MLB Extra Innings 3	767	NHL Center Ice/MLB Extra Innings 9
718	NHL Center Ice/MLB Extra Innings 10	761	NHL Center Ice/MLB Extra Innings 3	700	NHL Center Ice/MLB Extra Innings HD 1
768	NHL Center Ice/MLB Extra Innings 10	712	NHL Center Ice/MLB Extra Innings 4	750	NHL Center Ice/MLB Extra Innings HD 1
719	NHL Center Ice/MLB Extra Innings 11	762	NHL Center Ice/MLB Extra Innings 4	701	NHL Center Ice/MLB Extra Innings HD 2
769	NHL Center Ice/MLB Extra Innings 11	713	NHL Center Ice/MLB Extra Innings 5	751	NHL Center Ice/MLB Extra Innings HD 2
720	NHL Center Ice/MLB Extra Innings 12	763	NHL Center Ice/MLB Extra Innings 5	702	NHL Center Ice/MLB Extra Innings HD 3
770	NHL Center Ice/MLB Extra Innings 12	714	NHL Center Ice/MLB Extra Innings 6	752	NHL Center Ice/MLB Extra Innings HD 3
721	NHL Center Ice/MLB Extra Innings 13	764	NHL Center Ice/MLB Extra Innings 6	703	NHL Center Ice/MLB Extra Innings HD 4
771	NHL Center Ice/MLB Extra Innings 13	715	NHL Center Ice/MLB Extra Innings 7	753	NHL Center Ice/MLB Extra Innings HD 4
722	NHL Center Ice/MLB Extra Innings 14	765	NHL Center Ice/MLB Extra Innings 7	704	NHL Center Ice/MLB Extra Innings HD 5
772	NHL Center Ice/MLB Extra Innings 14	716	NHL Center Ice/MLB Extra Innings 8	754	NHL Center Ice/MLB Extra Innings HD 5
710	NHL Center Ice/MLB Extra Innings 2	766	NHL Center Ice/MLB Extra Innings 8	705	NHL Center Ice/MLB Extra Innings HD 6
		717		755	

	NHL Center Ice/MLB Extra Innings HD 6	707	NHL Center Ice/MLB Extra Innings HD 8	758	NHL Center Ice/MLB Extra Innings HD 9
706	NHL Center Ice/MLB Extra Innings HD 7	757	NHL Center Ice/MLB Extra Innings HD 8		
756	NHL Center Ice/MLB Extra Innings HD 7	708	NHL Center Ice/MLB Extra Innings HD 9		

SHOWTIME

552	Showtime 2 HD	558	Showtime Family Zone	550	Showtime On Demand
555	Showtime Beyond HD	551	Showtime HD	553	Showtime Showcase HD
554	Showtime Extreme HD	556	Showtime Next HD	557	Showtime Women HD

STARZ

585	Starz Cinema HD	581	Starz HD	583	Starz in Black HD
586	Starz Comedy HD	584	Starz Kids & Family HD		
582	Starz Edge HD	580	Starz Play OnDemand		

STARZ ENCORE

603	Starz Encore Action HD	602	Starz Encore HD		Starz Encore Suspense HD
604	Starz Encore Black HD	601	Starz Encore On Demand		
605	Starz Encore Classic HD	606		607	Starz Encore Westerns

TMC

625	SundanceTV HD	570	TMC On Demand		The Movie Channel Extra HD
571	TMC HD	572			

TV EN ESPANOL

850	Canal Sur	847	FOROtv	895	Univision tlnovelas
971	Cine Latino	932	History en Espanol	913	Video Rola
930	Discovery en Espanol	898	NBC Universo East	443	beIN SPORTS Espanol HD
440	ESPN Deportes HD	441	Spectrum Deportes HD	958	beIN SPORTS Espanol HD
950	ESPN Deportes HD	951	Spectrum Deportes HD		

TWC MOVIE PASS

267	Disney Family Movies On Demand	605	Starz Encore Classic HD	606	Starz Encore Suspense HD
		608	Starz Encore Family HD		
627	IFC HD		East	607	Starz Encore Westerns
603	Starz Encore Action HD	602	Starz Encore HD	625	SundanceTV HD
604	Starz Encore Black HD	601	Starz Encore On Demand		

TWC SPORTS PASS

382	Big Ten Network HD	953	FOX Deportes HD	374	Fox College Sports Pacific
315	CBS Sports Network HD	372	Fox College Sports Atlantic	419	Fox Soccer Plus HD
303	ESPN Classic			401	Fox Sports 2
302	ESPNNews HD	373	Fox College Sports Central	416	GoTV HD
442	FOX Deportes HD				

960	Go!TV HD	376	PAC-12 Los Angeles HD	330	Spectrum SportsNet HD
308	NBA TV HD	380	PAC-12 Mountain HD	331	Spectrum SportsNet LA HD
310	NFL Network HD	375	PAC-12 National		
311	NFL Redzone HD	379	PAC-12 Oregon HD	409	Sportsman Channel
312	NHL Network HD	378	PAC-12 Washington HD	413	TVG Network (TV Games)
377	PAC-12 Arizona HD	441	Spectrum Deportes HD	406	Tennis Channel HD
381	PAC-12 Bay Area HD	951	Spectrum Deportes HD	417	beIN SPORTS HD

VARIETY PASS

185	ASPiRE	292	FM HD	130	Nat Geo Wild HD
491	America's Auction Network	632	FX Movie Channel	257	Nick Jr HD
		109	FXX HD	288	Nick Music
140	American Heroes Channel HD	134	FYI HD	262	Nicktoons HD
110	BBC America HD	401	Fox Sports 2	408	Outdoor Channel HD
209	BBC World News HD	169	Fuse HD	187	Ovation TV HD
256	BabyFirst TV	900	Fuse HD	481	QVC2
207	Bloomberg TV HD	490	Gem Shopping Network	297	RFD-TV HD
253	Boomerang	295	Great American Country	178	RLTV
227	C-SPAN 3	484	HSN2 HD	128	ReelzChannel HD
315	CBS Sports Network HD	627	IFC HD	622	RetroPlex HD
208	CNBC World	461	INSP HD	291	Revolt HD
182	Centric	621	IndiePlex	136	Science Channel HD
163	Cooking Channel HD	188	Jewelry Television	492	Shop LC
137	Crime & Investigation HD	499	Jewelry Television	131	Smithsonian Channel HD
161	DIY Network HD	469	Jewish Life TV	215	Spectrum News NY1 HD
463	Daystar	1310	Leased Access	625	SundanceTV HD
135	Destination America HD	174	Lifetime Real Women	464	TBN SD
266	Discovery Family HD	179	Logo	263	TeenNick
254	Disney Junior HD	306	MLB Network HD	406	Tennis Channel HD
265	Disney XD HD	120	MTV Classic	124	UP HD
370	ESPNU HD	286	MTV Live	255	Universal Kids HD
302	ESPNews HD	119	MTV2 HD	403	Velocity HD
145	EI Rey HD	308	NBA TV HD	133	Viceland HD
		310	NFL Network HD	186	Youtoo

VARIETY PASS PLUS

MISCELLANEOUS

299	AXS TV HD	928	Baby First Spanish	860	Centroamerica TV
962	AYM Sports	929	BabyTV en Espanol	972	Cine Mexicano HD
877	Antena 3 Spain	834	CNN en Espanol	385	College Football
926	Atres Series	841	Canal 22 Internacional	1390	Community Calendar
806	Azteca SD East	844	Canal Once	1391	Community Calendar
287	BET Jams	856	Caracol Internacional	1392	Community Calendar
290	BET Soul	921	Cartoon Network en Espanol	1393	Community Calendar
465	BYU TV			875	Cuba Play

1586	DW Amerika	1300	LEASEDACCESS	853	Sur Peru
924	Discovery Familia en Espanol	99	Leased Access O2	946	TBN Enlace
		1301	Leased Access O2	855	TV Chile
925	Disney XD Espanol	307	MLB Strike Zone HD	872	TV Dominicana
371	ESPN Goal Line / Buzzer Beater HD	935	Mexicanal	867	TV Venezuela HD
		141	Military History Channel	861	Tele El Salvador
392	ESPNCOLLEXTRA1HD	620	Movieplex	845	TeleFormula HD
393	ESPNCOLLEXTRA2HD	843	Multimedios TV SD	871	Telemicro
394	ESPNCOLLEXTRA3HD	44	MyTV (WJKP)	468	The Cowboy Channel HD
395	ESPNCOLLEXTRA4HD	1215	MyTV (WJKP)		
396	ESPNCOLLEXTRA5HD	1750	NCLMODFixSlate	316	The Olympic Channel HD
397	ESPNCOLLEXTRA6HD	1752	NCLUE1056BFixSlit		
398	ESPNCOLLEXTRA7HD	1751	NCLUR5UFixSlate	899	Tr3s
399	ESPNCOLLEXTRA8HD	931	Nat Geo Mundo	984	ULTRA Cine SD
945	EWTN Espanol	414	ONE World Sports HD	985	ULTRA Clasico SD
865	Ecuavisa Internacional	175	POP HD	849	ULTRA Docu SD
936	El Garage TV	650	Pay-Per-View Preview	918	ULTRA Familia SD
811	Estrella TV	857	RCN Nuestra Tele	915	ULTRA Fiesta SD
842	Estudio Cinco	922	Semillitas	919	ULTRA Kidz SD
891	FOX Life	470	SonLife HD	937	ULTRA Macho SD
623	Flix	495	SonLife HD	983	ULTRA Mex SD
177	GSN HD	923	Sorpresa	634	UNIVERSALHD
640	HDNet Movies HD	213	Spectrum Radar	804	UniMas
933	HITN HD	870	Super Canal	982	ViendoMovies
474	Impact Network HD			874	WAPA America

## TV PACKAGES

### SPECTRUM BASIC

(Includes Digital Music channels and the following services)

- 1 Spectrum News - Southern Tier
- 2 WENY - The CW
- 3 WETM - NBC
- 4 WENY - ABC
- 5 C-SPAN
- 8 WSKG - PBS
- 10 ION Television
- 11 WETM - IND
- 12 WENY - CBS
- 13 WYDC - FOX
- 44 WYDC (WJKP) - MyTV
- 83 NY State Legislature
- 99 Public Access
- 159 QVC
- 176 HSN
- 188 Jewelry TV
- 194 EVINE Live
- 226 C-SPAN2
- 227 C-SPAN3
- 1275 WSKG - THINKBRIGHT
- 1276 WSKG - Create
- 1300 Leased Access

### SPECTRUM SELECT

(Includes Spectrum TV Basic and the following services)

- 9 WGN America
- 14 Lifetime
- 15 A&E
- 17 USA Network
- 20 Bravo
- 21 Discovery Channel
- 22 SportsNet New York
- 23 CNN
- 24 TBS
- 25 MSG Plus
- 27 MSG
- 28 AMC
- 29 ESPN
- 30 HLN
- 32 The Weather Channel
- 33 CNBC
- 34 Freeform
- 35 TNT
- 37 HGTV
- 38 Food Network
- 39 msnbc
- 41 Disney Channel
- 43 Spectrum SportsChannel
- 46 FOX News Channel
- 47 National Geographic
- 48 WE tv
- 49 YES Network
- 51 ESPN2
- 52 FX
- 53 Hallmark Channel
- 55 Cartoon Network
- 57 truTV
- 59 TLC
- 60 E!
- 61 Syfy
- 62 HISTORY
- 64 EWTN
- 65 Golf Channel
- 69 NBC Sports Network
- 70 Oxygen
- 110 BBC America
- 138 Investigation Discovery
- 206 FOX Business Network
- 207 Bloomberg Television
- 324 Spectrum SportsChannel 2
- 325 Spectrum SportsChannel 3
- 326 MSG2
- 327 MSG2 Plus
- 384 SEC Network
- 385 SEC Extra
- 400 FOX Sports 1
- 403 Velocity
- 461 INSP
- 463 Daystar
- 464 TBN
- 470 SonLife
- 481 QVC PLUS
- 484 HSN2
- 494 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

- 36 Travel Channel
- 45 Discovery Life Channel
- 50 CMT
- 54 Animal Planet
- 63 TCM
- 66 OWN
- 67 LMN
- 109 FXX
- 114 Esquire Network
- 119 MTV2
- 120 MTV Classic
- 124 UP
- 128 ReelzChannel
- 130 Nat Geo Wild
- 131 Smithsonian Channel
- 133 Viceland
- 134 fyi,

- 139 CLOO
- 145 El Rey Network
- 159 MLB Network
- 161 DIY Network
- 163 Cooking Channel
- 169 Fuse
- 174 Lifetime Real Women
- 177 GSN
- 179 LOGO
- 182 Centric
- 185 APSiRE 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
- 292 FM
- 295 GAC
- 297 RFD-TV
- 302 ESPNEWS
- 308 NBA TV
- 310 NFL Network
- 315 CBS Sports Network
- 370 ESPNU
- 401 FOX Sports 2
- 406 Tennis Channel
- 440 ESPN Deportes
- 442 FOX Deportes
- 465 BYUtv
- 474 The Impact Network
- 625 SundanceTV
- 627 IFC
- 898 NBC Universo
- 899 Tr3s

#### HBO

- 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

- 16 Nickelodeon
- 18 Spike
- 19 MTV
- 31 BET
- 40 TV Land
- 56 Comedy Central
- 68 VH1
- 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
- 299 AXS TV
- 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
- 469 Jewish Life TV
- 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

- 145 El Rey Network
- 414 ONE World Sports
- 416 GOL TV
- 417 BeIN SPORTS
- 440 ESPN Deportes
- 442 FOX Deportes
- 443 BeIN SPORTS Español
- 803 Telemundo
- 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 tlnovelas
- 898 NBC Universo
- 899 Tr3s
- 910 Bandamax
- 911 Ritmoson Latino
- 912 TeleHit
- 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 Atres Series
- 928 BabyFirstTV SAP
- 929 BabyTV SAP
- 930 Discovery en Español
- 931 Nat Geo Mundo
- 932 HISTORY en Español
- 933 HITN
- 935 Mexicana!
- 936 El Garage TV
- 937 Ultra Macho
- 945 EWTN en Español
- 946 TBN Enlace USA

- 962 AyM Sports
- 971 Cinelatino
- 972 Cine Mexicano
- 979 De Película Clásico
- 980 De Película
- 983 Ultra Mex
- 984 Ultra Cine
- 985 Ultra Clásico

### MI PLAN LATINO

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

- 15 A&E
- 17 USA Network
- 20 Bravo
- 21 Discovery Channel
- 24 TBS
- 28 AMC
- 32 The Weather Channel
- 34 Freeform
- 35 TNT
- 37 HGTV
- 38 Food Network
- 41 Disney Channel
- 52 FX
- 53 Hallmark Channel
- 55 Cartoon Network
- 56 Comedy Central
- 59 TLC
- 60 E!
- 62 HISTORY
- 138 Investigation Discovery
- 254 Disney Junior
- 629 Hallmark Mov. & Myst.

### OTHER SERVICES

- 540 Music Choice
- 650 iN DEMAND Previews
- 651 PayPerView Events 1
- 660 iN DEMAND 1
- 661 iN DEMAND 2
- 700-701 MLB Extra Innings
- 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 (Pay-Per-View)
- 1849 Here TV
- 1901-1950 Music Choice



**ALPHABETICAL CHANNEL LIST**

5 StarMAX - E..... 537	Disney Junior..... 254	Here TV..... 1849	Outdoor Channel..... 408	Starz Cinema - E..... 585	ViendoMovies..... 913
A&E..... 15	Disney XD..... 265	HGTV..... 37	OuterMAX - E..... 535	Starz Comedy - E..... 586	WAPA América..... 874
ABP News..... 1551	Disney XD (SAP)..... 925	HISTORY..... 62	Ovation..... 187	Starz Edge - E..... 582	WE tv..... 48
ActionMAX - E..... 533	DIY Network..... 161	HISTORY en Español... 932	OWN..... 66	Starz in Black - E..... 583	WENY - ABC..... 4
ActionMAX - W..... 541	DW Amerika..... 1586	HITN..... 933	Oxygen..... 70	Starz Kids & Fam. - E..... 584	WENY - CBS..... 12
AMC..... 28	DWLS Filipino Audio... 1457	HLN..... 30	PAC-12 Arizona..... 377	StarzEncore - E..... 602	WENY - The CW..... 2
American Heroes Ch... 140	DZBB Filipino Audio... 1456	HSN..... 176	PAC-12 Bay Area..... 381	StarzEncore Action-E... 603	WETM - IND..... 11
Animal Planet..... 54	EI..... 60	HSN2..... 484	PAC-12 Los Angeles... 376	StarzEncore Black-E... 604	WETM - NBC..... 3
Antena 3 Internacional. 877	Ecuavisa Internacional. 865	Hustler TV..... 1803	PAC-12 Mountain..... 380	StarzEncore Classic-E... 605	WGN America..... 9
APSIRE TV..... 185	El Garage TV..... 936	IFC..... 627	PAC-12 Network..... 375	StarzEncore Fam-E..... 608	Willow TV..... 1554
ART Cable..... 1632	El Rey Network..... 145	iN DEMAND 1..... 660	PAC-12 Oregon..... 379	StarzEncore Susp-E... 606	WSKG - Create..... 1276
ART Series..... 926	EPIX..... 595	iN DEMAND 2..... 661	PAC-12 Washington... 378	StarzEncore Wstns-E... 607	WSKG - PBS..... 8
AXS TV..... 299	EPIX - W..... 596	iN DEMAND Previews . 650	PayPerView Events 1... 651	SundanceTV..... 625	WSKG - THINKBRIGHT ... 1275
AyM Sports..... 962	EPIX 2 - E..... 597	IndiePlex..... 621	Penthouse TV (Pay-Per-View)..... 1833	Super Canal..... 870	WYDC (WJKP) - MyTV 44
Azteca América..... 806	EPIX Drive-In..... 599	INSPIRE..... 461	Penthouse TV (Prem.) 1805	SUR Perú..... 853	WYDC - FOX..... 13
Baby First TV..... 256	ESPN..... 29	Investigation Discovery . 138	Phoenix InfoNews..... 1404	SWAGAT TV..... 1540	YES Network..... 49
BabyFirstTV SAP..... 928	ESPN Classic..... 303	ION Television..... 10	Phoenix N. America... 1403	Syfy..... 61	ZEE TV..... 1533
BabyTV SAP..... 929	ESPN Deportes..... 440	ITV Gold..... 1539	Playboy TV..... 1811	TBN..... 464	
Bandamax..... 910	ESPN GoalLn/Buzz.Bt.. 371	Jewelry TV..... 188	Playboy TV en Español 1812	TBN Enlace USA..... 946	
BBC America..... 110	ESPN2..... 51	Jewish Life TV..... 469	Polish Radio 1..... 1595	TBS..... 24	
BBC World News..... 209	ESPNEWS..... 302	Leash Access..... 1300	Polish Radio 3..... 1596	TCM..... 63	
BelN SPORTS..... 417	ESPNU..... 370	Life OK..... 1552	Pop..... 175	TeenNick..... 263	
BelN SPORTS Español 443	Esquire Network..... 114	Lifetime..... 14	Public Access..... 99	Tele El Salvador..... 861	
BET..... 31	Estrella TV..... 811	Lifetime Real Women... 174	QVC..... 159	TeleFórmula..... 845	
BET Jams..... 287	Estudio 5..... 842	Liquidation Channel... 494	QVC PLUS..... 481	TeleHit..... 912	
BET Soul..... 290	EVINE Live..... 194	LMN..... 67	Radar..... 213	Telemicro..... 871	
Bloomberg Television.. 207	EWTN..... 64	LOGO..... 179	RAI Italia..... 1581	Telemundo..... 803	
Boomerang..... 253	EWTN en Español..... 945	Manhandle..... 1828	RCN Nuestra Tele..... 857	Television Dominicana 872	
Bravo..... 20	FamilyNet..... 468	Mexicanal..... 935	REAL..... 1807	TEN..... 1809	
BTN..... 382	FCS Atlantic..... 372	Military History..... 141	REAL..... 1832	TEN (Pay-Per-View)... 1834	
BYUtv..... 465	FCS Central..... 373	MLB Extra Innings. 700-701	ReelzChannel..... 128	Tennis Channel..... 406	
C-SPAN..... 5	FCS Pacific..... 374	MLB Extra Innings. 709-722	RetroPlex..... 622	The Filipino Channel... 1450	
C-SPAN2..... 226	FLIX - E..... 623	MLB Network..... 159	REVOLT..... 291	The Impact Network... 474	
C-SPAN3..... 227	FM..... 292	MLB Strike Zone..... 307	RFD-TV..... 297	The Weather Channel... 32	
CIR (Russia)..... 1612	Food Network..... 38	MLS Direct Kick... 779-783	Ritmoson Latino..... 911	ThrillerMAX - E..... 534	
canal 22 internacional... 841	FOROtv..... 847	MoreMAX - E..... 532	RTN Plus Russian..... 1610	ThrillerMAX - W..... 542	
Canal Sur..... 850	FOX Business Network 206	MovieMAX - E..... 538	RTVI (Russian)..... 1613	TLC..... 59	
Caracol..... 856	FOX Deportes..... 442	MoviePlex..... 620	Russian Kino..... 1621	TMC - E..... 571	
Cartoon Network..... 55	FOX Life..... 891	MSG..... 27	Sahara Filmy..... 1532	TMC XTRA - E..... 572	
Cartoon Network-SAP... 921	FOX News Channel..... 46	MSG Plus..... 25	SBN (Vietnamese)..... 1515	TNT..... 35	
CBS Sports Network.... 315	FOX Soccer Plus..... 419	MSG2..... 326	Science Channel..... 136	Tr3s..... 899	
CCTV-4..... 1401	FOX Sports 1..... 400	MSG2 Plus..... 327	SEC Extra..... 385	Travel Channel..... 36	
Centric..... 182	FOX Sports 2..... 401	mnbcb..... 39	SEC Network..... 384	truTV..... 57	
CentroamericaTV..... 850	Freeform..... 34	MTV..... 19	Semillitas..... 922	TV Asia..... 1542	
Cine Mexicano..... 972	Fuse..... 169	MTV Classic..... 120	SET Asia..... 1541	TV Chile..... 855	
Cinelatino..... 971	FX..... 52	MTV Live..... 286	SHO 2 - E..... 552	TV Japan..... 1500	
Cinemax - E..... 531	FX Movie Channel..... 632	MTV2..... 119	SHO Beyond - E..... 555	TV Land..... 40	
Cinemax - E..... 536	FXX..... 109	Multimedios Televisión. 843	SHO Extreme - E..... 554	TV Venezuela..... 867	
Cinemax - W..... 539	fyi..... 134	Music Choice..... 1901-1950	SHO Next - E..... 556	TV5MONDE..... 1575	
CLOO..... 139	GAC..... 295	Music Choice..... 540	SHO Women - E..... 557	TVB1 Cantonese..... 1422	
CMT..... 50	Galavisión..... 827	Nat Geo Mundo..... 931	Showtime - E..... 551	TVB2 Cantonese..... 1423	
CNBC..... 33	GMA Life TV..... 1453	Nat Geo Wild..... 130	Showtime Fam Zn-E... 558	TVBE Cantonese..... 1424	
CNBC World..... 208	GMA Pinoy TV..... 1452	National Geographic.... 47	Showtime Showcase-E 553	TVBS Mandarin..... 1425	
CNN..... 23	GOL TV..... 416	NBA League Pass. 726-743	Smithsonian Channel... 131	TVBV Vietnamese..... 1516	
CNN en Español..... 834	Golf Channel..... 65	NBA League Pass. 775-778	SonLife..... 470	TVG..... 413	
Comedy Central..... 56	GSN..... 177	NBA TV..... 308	iSorpresa! TV..... 923	TVP Polonia..... 1592	
Cooking Channel..... 163	Hallmark Channel..... 53	NBC Sports Network.... 69	Spectrum News - NY1... 215	Ultra Cine..... 984	
Crime & Investigation... 137	Hallmark Mov. & Myst.. 629	NFL Network..... 310	Spectrum News - Southern Tier..... 1	Ultra Clásico..... 985	
CTI-Zhong Tian..... 1400	HBO - E..... 215	NFL RedZone..... 311	Spectrum SportsChannel.. 43	Ultra Docu..... 849	
Cubaplay..... 875	HBO - W..... 518	NHL Center Ice..... 759-772	Spectrum SportsChannel 2 324	Ultra Familia..... 918	
Daystar..... 463	HBO 2 - E..... 512	NHL Center Ice/MLB Extra Innings..... 702-708	Spectrum SportsChannel 3 325	Ultra Fiesta..... 915	
De Película..... 980	HBO 2 - W..... 519	NHL Center Ice/MLB Extra Innings..... 752-758	Spike..... 18	Ultra Kidz..... 919	
De Película Clásico..... 979	HBO Comedy - E..... 515	NHL Network..... 312	Sports Overflow... 420-424	Ultra Macho..... 937	
Destination America.... 135	HBO Comedy - W..... 522	Nick Jr..... 257	SportsNet New York.... 22	Ultra Mex..... 983	
Discovery Channel..... 21	HBO Family - E..... 514	Nick Music..... 288	Sprout..... 255	UniMás..... 804	
Discovery en Español... 930	HBO Family - W..... 521	Nickelodeon..... 16	STAR India GOLD..... 1550	Universal..... 634	
Discovery Familia..... 924	HBO Latino - E..... 517	Nyctoons..... 262	STAR India PLUS..... 1553	Univisión tlnovelas... 895	
Discovery Family..... 266	HBO Latino - W..... 524	Ny State Legislature.... 83	Starz - E..... 581	UP..... 124	
Discovery Life Channel... 45	HBO Signature - E..... 513	Once Canal..... 844		USA Network..... 17	
Disney Channel..... 41	HBO Signature - W..... 520	ONE World Sports..... 414		Velocity..... 403	
	HBO Zone - E..... 516			VH1..... 68	
	HBO Zone - W..... 523			Viceland..... 133	
	HDNet Movies..... 640			Vídeo Rola..... 913	

**RESIDENTIAL SERVICES AND RATES**

<b>TV PACKAGES (PER MONTH)</b>		<b>INSTALLATION/SERVICE CALL (PER ACTIVITY)</b>	
Spectrum Basic	\$23.89	Primary Installation/Reconnect (when truck roll required) <sup>A</sup>	\$49.99
Spectrum Select	\$64.99	Trip Charge <sup>F</sup>	\$49.99
Spectrum Silver	\$84.99	Custom Work	
Spectrum Gold	\$104.99	Hourly Service Charge	\$49.99
<b>A LA CARTE (PER MONTH)<sup>G</sup></b>		Service Call Truck Roll	\$49.99
Digi Tier 1	\$12.00	Wall Fish	\$49.99
Digi Tier 2	\$12.00	Move Transfer	\$49.99
<b>PREMIUM CHANNELS (PER MONTH)</b>		<b>UNRETURNED EQUIPMENT FEES (PER UNIT)</b>	
HBO	\$15.00	Spectrum Receiver	\$123.00
CINEMAX	\$15.00	CableCARD <sup>TM</sup>	\$22.00
SHOWTIME	\$15.00	Tuning Adapter	\$130.00
TMC	\$15.00	Guide Narration Laptop	\$496.46
STARZ	\$15.00	<b>MISCELLANEOUS CHARGES (PER MONTH)</b>	
STARZ ENCORE	\$15.00	Broadcast TV Surcharge <sup>B</sup>	\$6.05
EPIX	\$15.00	<b>MISCELLANEOUS CHARGES (PER ACTIVITY)</b>	
<b>MULTICULTURAL CHANNELS (PER MONTH)</b>		Late Fee	\$8.95
Latino View	\$7.99	Reconnection Fee	\$4.99
Mi Plan Latino	\$44.99	Insufficient Funds Fee	\$20.00
<b>OTHER SERVICES (PER MONTH)</b>		Phone Payment Processing (Agent Assisted)	\$5.00
Too Much For TV On Demand	\$14.99	<b>EQUIPMENT RENTAL &amp; OTHER SERVICES (PER MONTH)</b>	
Here TV On Demand	\$7.99	Spectrum Receiver & Remote (per outlet) <sup>C</sup>	\$3.99
Disney Family Movies On Demand	\$4.99	Secure Connection (per receiver or CableCARD) <sup>D</sup>	\$1.00
Disney On Demand	\$3.99	CableCARD (each) <sup>F</sup>	\$1.00
DW Amerika	\$9.99	DVR Service (1 DVR receiver)	\$11.99
Filipino Pass Plus	\$24.99	DVR Service Package (up to 4 DVR receivers) (additional \$19.99 for 5-8 DVR receivers)	\$19.99
Mandarin Language Pack	\$19.99		
TV Polonia & Polski Radio	\$19.99		
TV5MONDE	\$9.95		
TV 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		

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

<sup>H</sup> Not all channels are available in HD.

All charges exclude applicable taxes, FCC fees, and franchise fees.

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:** Ashland, NY, Town of; Ashland, NY, Town of; Big Flats, NY, Town of; Catlin, NY, Town of; Chemung, NY, Town of; Elmira Heights, NY, Village of; Elmira, NY, City of; Elmira, NY, Town of; Elmira, NY, Town of; Erin, NY, Town of; Horseheads, NY, Town of; Horseheads, NY, Village of; Millport, NY, Village of; Southport, NY, Town of; Veteran, NY, Town of; Wellsburg, NY, Village of

**Town of Ashland  
September 14, 2017**

**Resolution: Cable Television Franchise Held by Time Warner Cable Northeast LLC in the Town of Ashland**

**WHEREAS**, an application has been duly made to the Board of the **Town of Ashland Town Board, County of Chemung**, New York, by **Time Warner Cable Northeast LLC**, l/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; and

**WHEREAS**, 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; and

**WHEREAS**, a public hearing was held in the Town of Ashland, New York on September 14, 20017 at 7:00 P.M. and notice of the hearing was published in the Star-Gazette newspaper on August 30, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Ashland Town Board 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 **Town of Ashland** hereby grants the cable television franchise of Time Warner Cable Northeast LLC and the **Town of Ashland** 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 **Town of Ashland** hereby confirms agreed to enter into this this Franchise Renewal Agreement and further authorizes the Town Supervisor to execute any and all documents in order to effectuate this cable franchise agreement.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF ASHLAND

VOTES

In Favor: *Geo, McDonald, McDonald, Robinson*

Against: *None*

*Kimberly M. Tuttle*  
\_\_\_\_\_  
Town Clerk

*Sept. 14<sup>th</sup>* day of *14<sup>th</sup>*, 2017.

TOWN of ASHLAND – FRANCHISE AGREEMENT  
July 21, 2017

**FRANCHISE AGREEMENT  
TO PROVIDE CABLE TELEVISION SERVICES**

**Between**

**Town of Ashland, New York**

**AND**

**Time Warner Cable Northeast LLC**

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of Sept 14, 2017 between the Town of Ashland (the "Grantor") and Time Warner Cable Northeast LLC, I/k/a/ Charter Communications, 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 December 27, 1993, and has substantially complied with the material terms of the franchise and applicable law; and

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

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

WHEREAS, the franchise granted herein is non-exclusive,

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

IT IS MUTUALLY AGREED AS FOLLOWS:

### SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Town of Ashland/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” shall be defined herein as a portion of the electromagnetic frequency spectrum which is used in the Cable System, and which is capable of delivering a television channel.
- 2.5 “Effective Date” has the meaning given to it in Section 3.4 of this Agreement.
- 2.6 “FCC” means the Federal Communications Commission, its designee, or any successor thereto.
- 2.7 “Franchise Area” means the territorial area of the Town of Ashland. Such area shall include all areas annexed by the Town of Ashland. 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 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.
- 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 as required by applicable law.
- 3.3 Provision of Cable Service.
  - A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.

- B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.
- 3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date”) and shall expire 10 years from the date of the renewal order by the NYPSC (the “Franchise Term”) unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.
- 3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.
- 3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.
- 3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor:                   Town of Ashland  
   3663 6<sup>th</sup> Street  
   Wellsburg, NY 14894

If to Grantee:                    Charter Communications  
   Attn: Government Relations  
   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. 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 Supervisor is responsible for the continuing administration of the Franchise. The Grantee shall not be relieved of its obligation to comply with the provisions of this Franchise Agreement by reason of the Grantor's failure to enforce prompt compliance.

#### 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 NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's Cable System. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

#### 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 and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code. Grantee will comply with all generally applicable local ordinances and general practices in the public right of way. Should any installations of the Grantee be found by the Grantor to be hazardous to public safety, said installation shall be brought into conformance by the Grantee at its expense. The Grantee shall provide written notification to the Grantor for all major new construction or reconstruction of a major portion of the Cable System within the public right of way franchise area.
- C. 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.
- D. 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.

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 NYPS&C.

**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.
- E. 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, lowering or raising and no less than one hundred twenty (120) days for a permanent relocation.

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 and New York State Public Service Commission regulations.
- 8.2 Customer Service.
- A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.
- B. Subject to FCC and NY PSC rules, 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.
- C. All Subscriber complaints or trouble calls shall be handled by Grantee in compliance with NYPSC regulations.

#### SECTION 9. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to three percent (3%) 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.
- E. Grantor 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.
- H. Grantee agrees that in the event the Grantor determines that the franchise fee should be applied to revenues that the Grantee believes are not subject to the franchise fee, then the Grantee agrees to meet and negotiate in good faith with the Grantor with regard to the applicability of such revenue to the franchise fee.

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 willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including 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	\$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 within 30 days of the Effective Date.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

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



- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.
- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Town Board meeting of which Grantee has been given at least two weeks' notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.
- 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 after one (1) year. 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 not sell, assign, or otherwise transfer this Franchise without prior approval by Grantor's Town Board, except that Grantee may transfer this Franchise to an entity under common control upon notice to the Grantor.
- 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 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 14.1 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.
- 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. 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, 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.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of September 14, 2017.

GRANTOR OF THE TOWN OF ASHLAND

By:   
Title: Supervisor

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

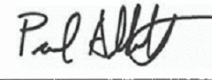
By:   
Title: Paul Abbott/VP, Local Gov't Affairs & Franchising

Exhibit A

Ashland Town Hall  
3663 6<sup>th</sup> Street  
Wellsburg, NY 14894

Historical Museum (Library)  
3064 Lower Maple Avenue  
Elmira, NY 14901

Ashland Highway Department  
159 Terrace Street Extension  
Wellsburg, NY 14894

# STAR-GAZETTE

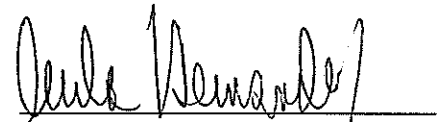
State of New York  
County of Chemung, SS:

**CECILIA HERNANDEZ**

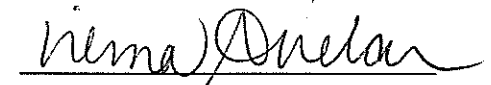
\_\_\_\_\_ being duly sworn, deposes and says she is the Principal Clerk of the Elmira Star-Gazette, Division of Gannett Newspaper Subsidiary, publishers of the Star-Gazette newspaper printed and published daily in Elmira, and of general circulation in said county, and that a NOTICE, of which annexed is a printed copy, out from said newspaper has been published in said newspaper on:

08/30/17

STATE OF NEW YORK  
COUNTY OF BROOME



Subscribed and sworn to before me this 30<sup>th</sup> day of August, 2017



Notary Public

Vilma Avelar  
Notary Public State of New York  
NO. 01AV6318411  
Qualified in Westchester County  
Commission Expires January 26, 2019

**NOTICE OF PUBLIC  
HEARING**

For the approval of a Cable Television Agreement between Time Warner Cable Northeast LLC and the Town of Ashland.

PLEASE TAKE NOTICE that the Town of Ashland will hold a Public Hearing on Thursday, September 14, 2017 at 7:00 p.m., or as soon thereafter as it can be heard, at the Ashland Town Hall 3663 Sixth Street, Wellsburg, New York 14894 regarding granting a cable television franchise agreement by and between the Town of Ashland and Time Warner Cable Northeast LLC, I/k/a Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the Town Clerk's office at 3663 Sixth Street, Wellsburg, New York. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: August 17, 2017

By Order of the Board  
Town of Ashland  
8/30/17

0002353075-01

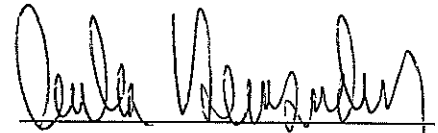
# STAR-GAZETTE

State of New York  
County of Chemung, SS:

CECILIA HERNANDEZ being duly sworn, deposes and says she is the Principal Clerk of the Elmira Star-Gazette, Division of Gannett Newspaper Subsidiary, publishers of the Star-Gazette newspaper printed and published daily in Elmira, and of general circulation in said county, and that a NOTICE, of which annexed is a printed copy, out from said newspaper has been published in said newspaper on:

11/02/17, 11/09/17

STATE OF NEW YORK  
COUNTY OF BROOME



Subscribed and sworn to before me this 14<sup>th</sup> day of November 2017



Notary Public

**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 Ashland, Chemung County, New York.

The application and all comments filed relative thereto are available for public inspection at the Town of Ashland office during normal business hours. Interested persons may file comments on the application with the Town of Ashland Clerk 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.  
11/2, 11/9/17

Vilma Avejar  
Notary Public State of New York  
NO. 01AV6318411  
Qualified in Westchester County  
Commission Expires January 26, 2019

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

This form should be filed with all new petitions and applications that require action by the Commission. It will allow us to serve you with the Commission decision using the method you select.

Name:	Catherine Andalora
Your Company/Organization	Charter Communications
Mailing Address:	2604 Seneca Ave, Niagara Falls, NY 14305
Company/Organization if different from above:	
Email Address:	<a href="mailto:catherine.andalora@charter.com">catherine.andalora@charter.com</a>

If you consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents electronically. If you do not consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents by mail.

Check A or B, Below:

A.

I am authorized by the party I represent to grant consent to receive electronic-only service of Commission-issued orders, AND

I, on behalf of myself or the party I represent, knowingly waive the right specified in Public Service Law §231(1) to be served personally or by mail with orders that affect me or the party I represent and consent to receive service of Commission-issued orders by electronic means only. This consent remains in effect until revoked.

B.

I do not consent to receive electronic service and instead request that the DPS mail Commission-issued document(s) to me.

Signature: <i>Catherine A. Andalora</i>	Date: 11/01/17
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