



September 13, 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 Canisteo, 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 July 10, 2017
3. Fully executed copy of Franchise Renewal Agreement dated August 10, 2017
4. Copy of latest annual test data compiled for this part of the Division's CATV system (on file with Commission)
5. Published legal notices

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

Sincerely,

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

Mark Meyerhofer
Director, Government Affairs
Charter Communications

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

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

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

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

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

Municipality	Subscribers
Arkport, Village of	238
Canisteo, Town of	99
Canisteo, Village of	478
Dansville, Town of	102
Fremont, Town of	97
Hartsville, Town of	69
Hornell, City of	1840
Hornellsville, Town of	445
North Hornell, Village	203

6. The following signals are regularly carried by the CNY 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 Canisteo 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
Arkport, Village of	0.00
Canisteo, Town of	0.00
Canisteo, Village of	0.00
Dansville, Town of	0.83
Fremont, Town of	0.00
Hartsville, Town of	0.00
Hornell, City of	0.10
Hornellsville, Town of	1.09
North Hornell, Village	0.00

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

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

Dated: 09/13/17



By: _____

Mark Meyerhofer
Director, Government Affairs
Charter Communications

TV PACKAGES

SPECTRUM BASIC

(Includes Digital Music channels and the following services)

- 1 Spectrum News - Southern Tier
- 2 WETM - NBC
- 4 WENY - ABC
- 5 WYDC - FOX
- 6 Spectrum News - Southern Tier
- 8 WENY - CBS
- 9 Higher Ed Access
- 10 WSKG - PBS
- 11 WENY - The CW
- 12 WXXI - PBS
- 13 WYDC (WJKP) - MyTV
- 71 WBBZ - MeTV
- 83 NY State Legislature
- 86 C-SPAN
- 99 Public Access
- 159 QVC
- 176 HSN
- 188 Jewelry TV
- 194 EVINE
- 200 Spectrum News - Southern Tier
- 212 Spectrum News - Rochester
- 225 C-SPAN
- 226 C-SPAN2
- 227 C-SPAN3
- 229 NY State Legislature
- 480 QVC
- 483 HSN
- 487 EVINE
- 499 Jewelry TV
- 1200 WENY - ABC
- 1203 WETM - NBC
- 1206 WYDC - FOX
- 1209 WENY - CBS
- 1212 WENY - The CW
- 1215 WYDC (WJKP) - MyTV
- 1221 WSKG - PBS
- 1222 WXXI - PBS
- 1230 WBBZ - MeTV
- 1245 WETM - IND
- 1275 WSKG - THINKBRIGHT
- 1276 WSKG - Create
- 1300 Leased Access
- 1301 Public Access

SPECTRUM SELECT

(Includes Spectrum TV Basic and the following services)

- 3 WGN America
- 14 The Weather Channel
- 16 CNN
- 17 TNT
- 18 Discovery Channel
- 19 Spectrum Sports Channel
- 21 HGTV
- 25 Cartoon Network
- 26 TBS
- 27 E!
- 28 Bravo
- 29 Hallmark Channel
- 31 USA Network
- 32 Freeform
- 33 AMC
- 35 A&E
- 37 CNBC
- 38 Lifetime
- 39 ESPN
- 40 HLN
- 43 Food Network
- 44 truTV
- 45 TLC
- 46 EWTN
- 47 msnbc
- 48 SportsNet New York
- 49 MSG Plus
- 51 ESPN2
- 52 Syfy
- 55 MSG
- 56 HISTORY
- 57 National Geographic
- 58 Disney Channel
- 61 NBC Sports Network
- 63 WE tv
- 64 FOX News Channel
- 65 FX
- 66 YES Network
- 70 ION Television
- 90 Oxygen
- 101 USA Network
- 102 A&E
- 103 TNT
- 104 TBS
- 105 AMC
- 106 Discovery Channel
- 107 HISTORY
- 108 FX
- 110 BBC America
- 111 Syfy
- 112 truTV
- 122 Freeform
- 123 Hallmark Channel
- 125 ION Television
- 126 WGN America
- 129 National Geographic
- 138 Investigation Discovery

- 160 HGTV
- 162 Food Network
- 166 TLC
- 167 Bravo
- 168 E!
- 170 Lifetime
- 171 Oxygen
- 172 WE tv
- 201 CNN
- 202 FOX News Channel
- 203 msnbc
- 204 HLN
- 205 CNBC
- 206 FOX Business Network
- 207 Bloomberg Television
- 211 The Weather Channel
- 251 Disney Channel
- 264 Cartoon Network
- 300 ESPN
- 301 ESPN2
- 314 NBC Sports Network
- 318 MSG
- 319 MSG Plus
- 320 SportsNet New York
- 321 YES Network
- 323 Spectrum Sports Channel
- 326 MSG 2
- 327 MSG2 Plus
- 384 SEC Network
- 385 SEC Extra
- 400 FOX Sports 1
- 403 Velocity HD
- 460 EWTN
- 461 INSP
- 463 Daystar
- 464 TBN
- 470 SonLife
- 471 Hillsong Channel
- 481 QVC2
- 482 Shop Zeal 1
- 484 HSN2
- 485 Shop Zeal 3
- 486 Shop Zeal 4
- 488 Shop Zeal 5
- 489 Shop Zeal 2
- 490 Gem Shopping Net
- 491 America's Auction Network
- 492 Liquidation Channel
- 496 Hillsong Channel HD
- 625 SundanceTV
- 627 IFC
- 629 Hallmark Mov. & Myst.
- 632 FX Movie Channel
- 827 Galavisión

SPECTRUM TV SILVER

(Includes Spectrum TV Select and the following channels)

- #### Digi Tier 1
- 23 OWN
 - 36 Animal Planet
 - 42 Travel Channel
 - 53 TCM
 - 54 CMT
 - 59 Discovery Life Channel
 - 67 Golf Channel
 - 69 LMN
 - 109 FXX
 - 119 MTV2
 - 120 MTV Classic
 - 124 UP
 - 128 Reelz
 - 130 Nat Geo Wild
 - 131 Smithsonian Channel
 - 132 Animal Planet
 - 133 Viceland
 - 134 fyi
 - 145 El Rey Network
 - 161 DIY Network
 - 163 Cooking Channel
 - 165 Travel Channel
 - 169 Fuse
 - 173 OWN
 - 174 Lifetime Real Women
 - 177 GSN
 - 179 LOGO
 - 180 Discovery Life Channel
 - 182 Centric
 - 185 ASPIRE TV
 - 187 Ovation
 - 209 BBC World News
 - 213 Radar
 - 215 Spectrum News - NY1
 - 254 Disney Junior
 - 255 Universal Kids
 - 256 Baby First TV
 - 257 Nick Jr.
 - 262 Nicktoons
 - 263 TeenNick
 - 265 Disney XD
 - 286 MTV Live HD
 - 287 BET Jams
 - 288 Nick Music
 - 290 BET Soul
 - 291 REVOLT
 - 292 FM
 - 293 CMT
 - 295 GAC
 - 297 RFD-TV
 - 299 AXS TV HD
 - 302 ESPNEWS
 - 306 MLB Network

- 308 NBA TV
- 310 NFL Network
- 315 CBS Sports Network
- 316 Olympic Channel
- 370 ESPNU
- 401 FOX Sports 2
- 405 Golf Channel
- 406 Tennis Channel
- 440 ESPN Deportes
- 442 FOX Deportes
- 465 BYUtv
- 474 The Impact Network
- 625 SundanceTV
- 627 IFC
- 630 LMN
- 631 TCM
- 898 NBC Universo
- 899 Tr3s
- 900 Fuse
- 950 ESPN Deportes
- 953 FOX Deportes

HBO

- 511 HBO - E
- 512 HBO 2 - E
- 513 HBO Signature - E
- 514 HBO Family - E
- 515 HBO Comedy - E
- 516 HBO Zone - E
- 517 HBO Latino - E
- 518 HBO - E
- 519 HBO 2 - E
- 520 HBO Signature - E
- 521 HBO Family - E
- 522 HBO Comedy - E
- 523 HBO Zone - E
- 524 HBO Latino - E

Cinemax

- 531 Cinemax - E
- 532 MoreMAX - E
- 533 ActionMAX - E
- 534 ThrillerMAX - E
- 535 OuterMAX - E
- 536 Cinemax - E
- 537 5 StarMAX - E
- 538 MovieMAX - E
- 539 Cinemax - E
- 540 MoreMAX - E
- 541 ActionMAX - E
- 542 ThrillerMAX - E

Showtime

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

SPECTRUM TV GOLD

(Includes Spectrum TV Silver and the following channels)

- #### Digi Tier 2
- 15 MTV
 - 20 Comedy Central
 - 30 Spike
 - 34 Nickelodeon
 - 41 VH1
 - 62 TV Land
 - 68 BET
 - 113 Comedy Central
 - 116 Spike
 - 117 VH1
 - 118 MTV
 - 121 TV Land
 - 135 Destination America
 - 136 Science Channel
 - 137 Crime & Investigation
 - 140 American Heroes Ch.
 - 141 Military History
 - 175 Pop
 - 181 BET
 - 182 Centric
 - 208 CNBC World
 - 253 Boomerang
 - 258 Nickelodeon
 - 266 Discovery Family
 - 287 BET Jams
 - 290 BET Soul
 - 303 ESPN Classic
 - 307 MLB Strike Zone
 - 310 NFL Network
 - 311 NFL RedZone
 - 312 NHL Network
 - 371 ESPN GoalLn/BassesLd
 - 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 The Cowboy Channel
- 620 MoviePlex
- 621 IndiePlex
- 622 RetroPlex
- 623 FLIX - E
- 640 HDNet Movies
- 958 BeIN SPORTS Español
- 1554 Willow Plus Cricket

TMC

- 571 TMC - E
- 572 TMC Extra - E

STARZ

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

STARZ ENCORE

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

EPIX

- 595 EPIX
- 596 EPIX
- 597 EPIX 2 - E
- 598 EPIX HITS
- 599 EPIX Drive-In

MULTICULTURAL CHANNELS

LATINO VIEW

- 25 Cartoon Network
- 145 El Rey Network
- 264 Cartoon Network
- 265 Disney XD
- 414 Eleven 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
- 853 SUR Perú
- 855 TV Chile
- 856 Caracol
- 857 RCN Nuestra Tele
- 860 CentroamericaTV
- 861 Tele El Salvador
- 865 Ecuavisa Internacional
- 867 TV Venezuela
- 870 Super Canal
- 871 Telemicro
- 872 Television Dominicana
- 874 WAPA América
- 875 Cubaplay
- 877 Antena 3 Internacional
- 891 FOX Life
- 895 Univisión tnovelas
- 898 NBC Universo
- 899 Tr3s
- 910 Bandamax
- 911 Ritmosan Latino
- 912 TeleHit
- 913 Video Rola
- 915 Ultra Fiesta
- 918 Ultra Familia
- 919 Ultra Kidz
- 921 Cartoon Network (SAP)
- 922 Semillitas
- 923 ¡Sorpresa! TV
- 924 Discovery Familia
- 925 Disney XD (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 Mexicanal
- 936 El Garage TV
- 937 Ultra Macho
- 945 EWTN en Español
- 946 TBN Enlace USA
- 950 ESPN Deportes
- 953 FOX Deportes
- 958 BeIN SPORTS Español
- 960 GOL TV
- 962 AyM Sports

- 971 Cinelatino
- 972 Cine Mexicano
- 979 De Película Clásico
- 980 De Película
- 982 ViendoMovies
- 983 Ultra Mex
- 984 Ultra Cine
- 985 Ultra Clásico HD

MI PLAN LATINO

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

- 14 The Weather Channel
- 17 TNT
- 18 Discovery Channel
- 20 Comedy Central
- 21 HGTV
- 25 Cartoon Network
- 26 TBS
- 27 E!
- 28 Bravo
- 29 Hallmark Channel
- 31 USA Network
- 32 Freeform
- 33 AMC
- 35 A&E
- 43 Food Network
- 45 TLC
- 56 HISTORY
- 58 Disney Channel
- 65 FX
- 101 USA Network
- 102 A&E
- 103 TNT
- 104 TBS
- 105 AMC
- 106 Discovery Channel
- 107 HISTORY
- 108 FX
- 113 Comedy Central
- 122 Freeform
- 123 Hallmark Channel
- 138 Investigation Discovery
- 160 HGTV
- 162 Food Network
- 166 TLC
- 167 Bravo
- 168 E!
- 211 The Weather Channel
- 251 Disney Channel
- 254 Disney Junior
- 264 Cartoon Network
- 629 Hallmark Mov. & Myst.

OTHER SERVICES

- 650 IN DEMAND Previews
- 651 HD Pay-Per-View
- 660 IN DEMAND 1
- 661 IN DEMAND 2
- 700-722 MLB Extra Innings
- 725-743 NBA League Pass
- 1400 ZTC Chinese
- 1401 CCTV-4
- 1403 Phoenix N. America
- 1404 Phoenix InfoNews
- 1422 TVB1 Cantonese
- 1423 TVB2 Cantonese
- 1424 TVBE Cantonese
- 1425 TVBS Mandarin
- 1450 The Filipino Channel
- 1452 GMA Pinoy TV
- 1453 GMA Life TV
- 1456 DZBB Filipino Audio
- 1457 DWLS Filipino Audio
- 1500 TV Japan
- 1515 SBN (Vietnamese)
- 1516 TVBV Vietnamese
- 1532 Sahara Filmy
- 1533 ZEE TV
- 1539 ITV Gold
- 1540 SWAGAT TV
- 1541 SET Asia
- 1542 TV Asia
- 1550 STAR India GOLD
- 1551 ABP News
- 1552 Life OK
- 1553 STAR India PLUS
- 1557 New Delhi TV Limited
- 1575 TV5MONDE
- 1581 RAI Italia
- 1586 DW Amerika
- 1592 TVP Polonia
- 1595 Polish Radio 1
- 1596 Polish Radio 3
- 1610 RTN (Russian)
- 1612 CIR (Russia)
- 1613 RTVI (Russian)
- 1621 Russian Kino
- 1632 ART Cable
- 1802 Hustler TV
- 1803 Hustler TV
- 1805 Penthouse TV (Prem.)
- 1807 REAL
- 1809 TEN
- 1811 Playboy TV
- 1812 Playboy TV en Español
- 1828 Manhandle
- 1901-1916 Music Choice
- 1918-1932 Music Choice
- 1934-1950 Music Choice

PROOF

RESIDENTIAL SERVICES AND RATES

TV PACKAGES (PER MONTH)

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

A LA CARTE (PER MONTH)⁶

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

PREMIUM CHANNELS (PER MONTH)

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

MULTICULTURAL CHANNELS (PER MONTH)

Latino View	\$7.99
Mi Plan Latino	\$44.99

OTHER SERVICES (PER MONTH)

Too Much For TV On Demand	\$14.99
Here TV On Demand	\$7.99
Disney Family Movies On Demand	\$4.99
Disney On Demand	\$3.99
DW Amerika	\$9.99
Filipino Pass Plus	\$24.99
Mandarin Language Pack	\$19.99
TV Polonia & Polski Radio	\$19.99
TV5MONDE	\$9.95
TVB Jade World	\$39.99
TVJAPAN	\$24.99
SBTN & TVBV	\$19.99
Rai Italia	\$9.95
Russian Language Package	\$25.99
Hindi	\$19.99-\$69.99
Hustler	\$12.95
Manhandle	\$12.95
VIVID	\$12.95
ART	\$12.99
Playboy TV	\$16.95
Adult 3-Pack	\$24.95

INSTALLATION/SERVICE CALL (PER ACTIVITY)

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

UNRETURNED EQUIPMENT FEES (PER UNIT)

Spectrum Receiver	\$123.00
CableCARD TM	\$22.00
Tuning Adapter	\$130.00
Guide Narration Laptop	\$496.46

MISCELLANEOUS CHARGES (PER MONTH)

Broadcast TV Surcharge ^B	\$7.50
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MISCELLANEOUS CHARGES (PER ACTIVITY)

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

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

Spectrum Receiver & Remote (per outlet) ^C	\$5.99
Secure Connection (per receiver or CableCARD) ^{D, H}	\$1.00
CableCARD (rate includes \$1.00 Secure Connection) ^{E, H}	\$2.00
DVR Service Package (up to 4 DVR receivers)	\$19.99
DVR Service (1 DVR receiver)	\$11.99

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

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

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

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

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

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

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

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

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

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: Avoca, NY, Town of; Avoca, NY, Village of; Bath, NY, Town of; Bath, NY, Village of; Howard, NY, Town of; Jasper, NY, Town of; Savona, NY, Village of; Troupsburg, NY, Town of; Wheeler, NY, Town of (2); Woodhull, NY, Town of

STATE OF NEW YORK
Town of Canisteo
County of Steuben

In the Matter of the Renewal of the Cable Television Franchise Held by
TIME WARNER CABLE NORTHEAST LLC, locally known as Charter
Communications in the Town of Canisteo, Steuben County.

RESOLUTION

An application has been duly made to the Board of the Town of Canisteo, County of Steuben, New York, by **TIME WARNER CABLE NORTHEAST LLC**, locally known as Charter Communications, a partnership organized under the laws of the State of New York doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, and holder of a cable television franchise in the Town of Canisteo for the approval of an agreement to renew the cable television franchise for an additional fifteen (15) years. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of Canisteo on July 10, 2017 at 7:01 P.M. and notice of the hearing was published in the Hornell Evening Tribune on 6-25 and 7-2.

NOW, THEREFORE, the Board of the Town of Canisteo finds that:

1. Charter Communications has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. The quality of the Charter Communications service, including signal quality, response to customer complaints and billing practices has been in light of community Needs; and

3. Charter Communications has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
4. Charter Communications can reasonable 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 Canisteo hereby renews the cable television franchise in the Town of Canisteo for fifteen (15) years commencing on the date of approval by the Public Service Commission.

BE IT FURTHER RESOLVED that the Board of the Town of Canisteo hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on 10/06/05.

The foregoing having received a yea / nay vote was thereby declared adopted.

Dated: 7-10-17, 2017.



Town of Canisteo Clerk

FRANCHISE AGREEMENT

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

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

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

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

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

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

SECTION 1 Definition of Terms

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

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

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and any state or federal regulatory fees; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

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

2.2 **Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

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

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

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

SECTION 3
Franchise Renewal

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

SECTION 4
Indemnification and Insurance

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

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

4.2 Insurance.

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

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

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

SECTION 5
Service Obligations

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

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

SECTION 6
Service Availability

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

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

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

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

SECTION 7
Construction and Technical Standards

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

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

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

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

SECTION 8
Conditions on Street Occupancy

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

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

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

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

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

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

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

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

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

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

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

SECTION 9 **Service and Rates**

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

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

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

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

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to *zero percent (0%)* of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

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

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

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

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

SECTION 11 **Transfer of Franchise**

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

SECTION 12 **Records**

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

SECTION 13
Public Education and Government (PEG) Access

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

SECTION 14
Enforcement or Revocation

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

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

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

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

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

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

14.5 Revocation.

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

SECTION 15 **Miscellaneous Provisions**

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

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

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

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

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

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

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

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

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

Grantor: John Peisher
Town Supervisor
Town of Canisteo
6 South Main Street
Canisteo, NY 14823

Email:

Grantee: Mark Meyerhofer
Director, Government Affairs
Charter Communications
355 Chicago Street
Buffalo, NY 14204

Email: mark.meyerhofer@charter.com

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

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

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

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

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

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

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

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

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

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

Considered and approved this 10th day of July, 2017.

Town of Canistota

Signature: Steven J Weed

Name/Title: Steven J Weed / Supervisor

Accepted this 10th day of August, 2017, subject to applicable federal and State law.

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

Signature: Paul Abbott

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

STATE OF NEW YORK}
STEUBEN COUNTY} SS.

AFFIDAVIT

Beth Ann Hults being duly sworn, disposes and says that she resides in the County of Steuben, and State of New York, that she is the signor and authorized designee of the publisher of The Evening Tribune, a public newspaper, published and printed daily in the City of Hornell by GateHouse Media, Inc., and that a notice of which the annexed is a printed copy, was published in said newspaper The Evening Tribune, said publication therein being on the following dates:

6/25, 7/2/17

[Handwritten signature of Beth Ann Hults]

Subscribed and sworn to before me this 11th

day of July, 20 17

[Handwritten signature of Suzanne Kesel]

Notary Public

SUZANNE R. KESEL
Notary Public, State of New York
Reg. No. 01KE6357409
Qualified in Steuben County
Commission Expires 04/17/2021

PUBLIC HEARING NOTICE

TIME WARNER CABLE
FRANCHISE RENEWAL
FOR
TOWN OF CANISTEO

PLEASE TAKE NOTICE THAT THE TOWN OF CANISTEO WILL HOLD A PUBLIC HEARING ON JULY 10TH AT 7:15 PM AT THE TOWN HALL, 6 SOUTH MAIN STREET, CANISTEO NEW YORK REGARDING THE RENEWAL OF THE CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE TOWN OF CANISTEO AND TIME WARNER CABLE.

A COPY OF THE AGREEMENT IS AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS AT THE CLERK'S OFFICE, 6 SOUTH MAIN STREET, CANISTEO, 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: JUNE 13, 2017

BY ORDER OF THE TOWN OF CANISTEO
LEE ANN DICKEY
TOWN CLERK

STATE OF NEW YORK }
STEUBEN COUNTY } SS.

AFFIDAVIT

Beth Ann Hults being duly sworn, disposes and says that she resides in the County of Steuben, and State of New York, that she is the signor and authorized designee of the publisher of The Evening Tribune, a public newspaper, published and printed daily in the City of Hornell by GateHouse Media, Inc., and that a notice of which the annexed is a printed copy, was published in said newspaper The Evening Tribune, said publication therein being on the following dates:

8/13, 8/20/17
Beth Ann Hults

Subscribed and sworn to before me this 25th

day of August, 20 17

Suzanne Kesel
Notary Public

SUZANNE R. KESEL
Notary Public, State of New York
Reg. No. 01KE6357409
Qualified in Steuben County
Commission Expires 04/17/2021

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 Canisteo, Steuben County, New York.

The application and all comments filed relative thereto are available for public inspection at the Town of Canisteo office during normal business hours. Interested persons may file comments on the application with the Town of Canisteo Clerk, 6 South Main Street, Canisteo, NY 14823 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.