



March 29, 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 Hanover, 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 08/25/16
3. Fully executed copy of Franchise Renewal Agreement dated 02/27/17
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 that reads "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 HANOVER**, County of Chautauqua, New York.

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

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

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of video subscribers in each of the communities as of February 18, 2017 are:

Franchise Name	Subscribers
Dunkirk, City	2489
Dunkirk, Town	244
Forestville, Village	-
Hanover, Town	965
Pomfret, Town	99
Portland, Town	148
Sheridan, Town	362
Sheridan, Town	36
Silver Creek, Village	607

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

Franchise Name	Plant Miles
Dunkirk, City	0.62
Dunkirk, Town	1.07
Forestville, Village	-
Hanover, Town	0.37
Pomfret, Town	0.05
Portland, Town	-
Sheridan, Town	-
Sheridan, Town	-
Silver Creek, Village	0.58

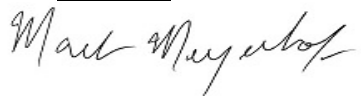
10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment 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 Hanover Certificate of Confirmation and Franchise Renewal Agreement.

Dated: 03/28/17

By: 

Mark Meyerhofer
Director, Government Affairs
Charter Communications

TV PACKAGES

SPECTRUM BASIC

(Includes Digital Music channels and the following services)

- 1 Spectrum News - Buffalo
- 2 WGRZ - NBC
- 3 WNED - PBS
- 4 WIVB - CBS
- 5 WUTV - FOX
- 6 CBLT - CBC
- 7 WKBW - ABC
- 8 CNN International
- 10 CFTO Toronto : CTV - IND
- 11 WNLO - The CW
- 12 Public Access
- 13 WNYO - MyTV
- 14 C-SPAN3
- 17 WSEE - CBS
- 18 WNYB - IND
- 19 P.E.G.
- 20 WPXJ - ION
- 22 C-SPAN
- 83 NY State Legislature
- 99 WBBZ - MeTV
- 159 QVC
- 176 HSN
- 188 Jewelry TV
- 194 EVINE Live
- 226 C-SPAN2
- 1245 WGRZ - Antenna TV
- 1246 WGRZ - TJN
- 1250 WUTV - ZUUS Country
- 1251 WUTV - Grit
- 1265 WNYO - ASN
- 1266 WNYO - Comet
- 1275 WNED - PBS World
- 1276 WNED 3 - PBS Kids

SPECTRUM SELECT

(Includes Spectrum TV Basic and the following services)

- 23 Disney Channel
- 24 HLN
- 25 The Weather Channel
- 26 CNN
- 27 Spectrum SportsChannel
- 28 A&E
- 29 HGTV
- 30 TBS
- 31 Syfy
- 33 EWTN
- 34 TLC
- 37 E!
- 38 ESPN
- 39 SportsNet New York
- 40 AMC
- 44 Discovery Channel
- 46 Freeform
- 47 FOX News Channel
- 50 Lifetime
- 51 USA Network
- 52 TNT
- 53 CNBC
- 54 MSG
- 57 ESPN2
- 58 Cartoon Network
- 59 FX
- 60 Hallmark Channel
- 61 YES Network
- 62 NBC Sports Network
- 63 msnbc
- 64 HISTORY
- 65 Food Network
- 70 MSG Plus
- 71 Oxygen
- 74 truTV
- 110 BBC America
- 126 WGN America
- 129 National Geographic
- 138 Investigation Discovery
- 167 Bravo
- 172 WE tv
- 206 FOX Business Network
- 207 Bloomberg Television
- 384 SEC Network
- 385 SEC Extra
- 400 FOX Sports 1
- 403 Velocity
- 405 Golf Channel
- 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

- 35 OWN
- 49 Animal Planet
- 56 TCM
- 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
- 161 DIY Network
- 163 Cooking Channel
- 165 Travel Channel
- 169 Fuse
- 177 GSN
- 179 LOGO
- 180 Discovery Life Channel
- 182 Centric
- 184 TV One
- 185 APSiRE TV
- 187 Ovation
- 209 BBC World News
- 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
- 293 CMT
- 295 GAC
- 297 RFD-TV
- 302 ESPNEWS
- 306 MLB Network
- 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
- 444 Univision Deportes
- 465 BYUtv
- 474 The Impact Network
- 625 SundanceTV
- 627 IFC
- 630 LMN
- 898 NBC Universo
- 899 Tr3s

HBO

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

Cinemax

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

Showtime

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

SPECTRUM TV GOLD

(Includes Spectrum TV Silver and the following channels)

Digi Tier 2

- 32 BET
- 41 MTV
- 42 VH1
- 43 Spike
- 45 Nickelodeon
- 48 TV Land
- 55 Comedy Central
- 135 Destination America
- 136 Science Channel
- 137 Crime & Investigation
- 140 American Heroes Ch.
- 141 Military History
- 175 Pop
- 182 Centric
- 208 CNBC World
- 253 Boomerang
- 266 Discovery Family
- 287 BET Jams
- 290 BET Soul
- 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

- 36 Univisión
- 145 El Rey Network
- 414 ONE World Sports
- 416 GOL TV
- 417 BeIN SPORTS
- 440 ESPN Deportes
- 442 FOX Deportes
- 443 BeIN SPORTS Español
- 444 Univisión Deportes
- 803 Telemundo
- 804 UniMás
- 806 Azteca América
- 811 Estrella TV
- 827 Galavisión
- 834 CNN en Español
- 841 canal 22 internacional
- 842 Estudio 5
- 843 Multimedia 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 Televisión 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 Atrés 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)

- 23 Disney Channel
- 25 The Weather Channel
- 28 A&E
- 29 HGTV
- 30 TBS
- 34 TLC
- 37 E!
- 40 AMC
- 44 Discovery Channel
- 46 Freeform
- 51 USA Network
- 52 TNT
- 55 Comedy Central
- 58 Cartoon Network
- 59 FX
- 60 Hallmark Channel
- 64 HISTORY
- 65 Food Network
- 138 Investigation Discovery
- 167 Bravo
- 254 Disney Junior
- 629 Hallmark Mov. & Myst.

OTHER SERVICES

- 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

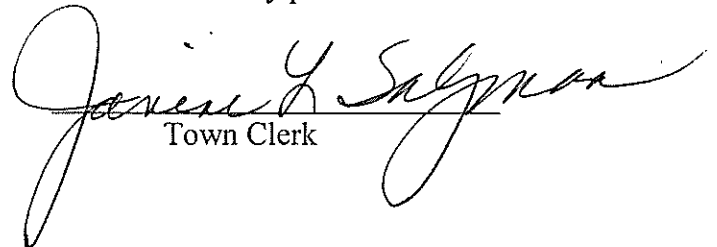
OFFICE OF THE
TOWN CLERK OF HANOVER
SILVER CREEK, NEW YORK 14136

August 25, 2016

Moved by Councilperson O'Connell and seconded by Councilperson Feldmann that the Town Board hereby authorized Supervisor Johnson to execute the Cable Franchise Agreement with Time Warner Cable Northeast LLC, Cable TV service, with such agreement expiring ten (10) years commencing on the effective date of the certificate of confirmation or approval of this franchise renewal by the PSC.

The motion was carried unanimously.

I, JANINE L. SALZMAN, TOWN CLERK, DO HEREBY CERTIFY, that this is a True Copy of Abstract from Minutes of Meeting of the Town Board of the Town of Hanover, County of Chautauqua, State of New York, held August 8, 2016 and such minutes are in my possession.


Town Clerk

(SEAL)

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866)632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410, by fax (202)690-7442 or email at program.intake@usda.gov.

TDD(1-800-662-1220).

CABLE FRANCHISE AGREEMENT

BETWEEN

**TOWN OF HANOVER
(A MEMBER OF THE GENESEE AREA MUNICIPALITIES)**

AND

TIME WARNER CABLE NORTHEAST LLC

With assistance from:

Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 27 day of February, 2017 by and between the Town of Hanover, a Town located in Chautauqua County, New York (hereinafter referred to as the "Town") and Time Warner Cable Northeast LLC (hereinafter referred to as "Charter"), a subsidiary of Charter Communications, Inc.

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and the rules and regulations of the New York State Public Service Commission, the Town is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Town's jurisdiction; and

WHEREAS, Charter currently holds a cable franchise from the Town by virtue of a cable franchise agreement originally granting a cable franchise to Charter or a predecessor entity; and

WHEREAS, Charter has requested that the Town renew Charter's franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-ways for use by the Town's residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Charter are public properties acquired and maintained by the Town on behalf of the citizens of the Town, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Town desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Charter's use of the Town's rights-of-ways as provided by federal law, obtain the use of public, educational and governmental channels, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the Town, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Town has held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the Town's future cable-related community needs; and

WHEREAS, the Town, after affording the public notice and opportunity for comment, has determined that Charter has the technical ability, financial condition, and character to operate and maintain a Cable System, and its plans for operating such system are adequate and feasible; and

WHEREAS, the Town has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Town, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Charter's non-exclusive franchise

according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Town and Charter agree as follows:

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Charter.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and any Public, Educational and Governmental (“PEG”) access channel.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; and (5) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Charter’s business or the operation of its Cable System.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational Access Channel - An access channel in which the programmers are school districts and not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents. This channel is for use on a non-commercial basis.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - A catastrophic event that can be neither anticipated nor controlled that includes, but is not limited to, the following: Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State of New York or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; and partial or entire failure of utilities.

(n) Franchise - The right granted by the Town to construct, operate and maintain a Cable System within the corporate limits of the Town as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Charter remits to the Town for the use of the Town's Public Rights-of-Way pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Government Access Channel - A channel where the programmers are municipal government or agencies thereof and which is designated for non-commercial use.

(q) Gross Revenues - All revenue received directly or indirectly by Charter or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Charter's System in the Town to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls;
- (11) inside wire maintenance fees;

- (12) service plan protection fees;
- (13) fees for payments made to a customer service representative directly;
- (14) fees for Leased Access Channels;
- (15) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (16) rental or sales of any and all Cable Service equipment, including converters and remote control devices;
- (17) any and all locally-derived advertising revenues;
- (18) revenues or commissions from locally-derived home shopping channels;
- (19) revenue from interactive television services;
- (20) fees for any and all music services;
- (21) broadcast retransmission fees;
- (22) late payment fees;
- (23) NSF check charges; and
- (24) Pass-through of Franchise Fees.

Gross Revenues shall not include bad debts, investment income, refunded deposits, or any taxes or fees (other than Franchise Fees) on services furnished by Charter and imposed directly upon any Subscriber or user by the Town, state, federal or other governmental unit. In the event of any dispute over the classification of Gross Revenues, the Town and Charter agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(r) HD - High definition format.

(s) Leased Access or Commercial Access Channel - Any channel on Charter's Cable System designated for use by any entity that is unaffiliated with Charter pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(t) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(u) New York State Public Service Commission or "NYPSC" - The New York State agency charged with regulating cable television service at the state level.

(v) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(w) Normal Operating Conditions - Business conditions within Charter's service department which are within the control of Charter. Those conditions that are not within the control of Charter include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(x) Outlet - An interior receptacle that connects a television set to the Cable System.

(y) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) Public Access Channel – A channel designated for use by the public on a first-come, first-served, non-discriminatory, and non-commercial basis.

(aa) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

(bb) Service Interruption - The loss of picture or sound on one or more channels.

(cc) Subscriber - A person or entity who contracts with Charter for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and the rules and regulations of the New York Public Service Commission, the Town hereby grants a non-exclusive and revocable franchise to Charter. Subject to the terms and conditions contained herein, the Town hereby grants to Charter the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law. Nothing in this Franchise shall be construed to prohibit Charter from offering any service over its Cable System that is not prohibited by federal, state, or local law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the effective date of the certificate of confirmation or approval of this franchise renewal by the NYPSA and expiring on _____, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 SERVICE CLASSIFICATION AND RELATED AUTHORITY

Charter acknowledges and agrees that the system over which its video service is delivered is a Cable System for which the terms and conditions shall apply for at least the term of this Agreement.

2.4 REPRESENTATIONS AND WARRANTIES

Charter represents, warrants and acknowledges that, as of the Effective Date:

(1) Charter is duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to do business in the State of New York;

(2) Charter has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date, to enter into and legally bind Charter to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(3) This Agreement is enforceable against Charter in accordance with the provisions herein, subject to applicable State and federal laws and regulations;

(4) There is no action or proceeding pending or threatened against Charter which would interfere with its performance or its ability to perform the requirements of this Agreement;

(5) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.5 NON-EXCLUSIVITY

(a) This Franchise granted to Charter shall be non-exclusive. Nothing in this Agreement shall affect the right of the Town to grant other Franchises to construct, operate or maintain a Cable System.

(b) If the Town grants a subsequent Franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Charter, then Charter may request an amendment to this Agreement to provide Charter with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the parties agree to amend this Agreement to provide Charter with such competitive equity.

2.6 CHANGE IN CABLE FRANCHISE 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 entity desiring to construct, operate or maintain a Cable System in the Town to obtain a Franchise from the Town and another Cable Operator actually provides Cable Service legally to Subscribers in the Town without a Franchise from the Town, then Charter shall have the right, upon sixty (60) days prior written notice, to terminate this Franchise and operate the Cable System under the terms and conditions of the changed law. Charter shall not abandon Cable Service in any portion of the Franchise Area without the Town's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC.

2.7 NO WAIVER OF RIGHTS

No course of dealing between the Town and Charter, nor any delay on the part of either party in exercising any rights hereunder, shall operate as a waiver of any such rights or acquiescence in the actions of the other party in contravention of such rights, except to the extent expressly waived.

2.8 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal state and local laws and regulations. This Franchise is further subject to all applicable ordinances and resolutions of the Town, to the extent not inconsistent with the terms of this Franchise. Without waiving any of its rights, the Town agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Town cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

**SECTION 3
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

3.1 TECHNICAL REQUIREMENT

(a) Charter shall operate, maintain, construct, and extend the Cable System so as to offer one-way and two-way Cable Services throughout all parts of the Town where the density requirements of Section 3.2 (a) are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations, and the laws, ordinances and construction standards of the New York Public Service Commission and, generally applicable laws, ordinances and construction standards of the Town.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Charter shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Charter is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Charter shall extend the Cable System into all areas within the Town where there is a minimum of twenty (20) dwelling units per cable mile of aerial cable and forty (40) dwelling units per cable mile of underground cable. Density per cable mile shall be computed by dividing the number of residential dwelling units in the area by the length, in miles or fractions thereof, of the total amount of aerial or underground cable necessary to make service available to the residential dwelling units in such areas. The cable length shall be measured from the nearest point of access to the then-existing system, provided that extension is technically feasible from that point of access and

located within the Public Rights-of-Way. The total cable length shall exclude the drop cable necessary to serve individual Subscriber premises. Charter shall complete said extensions within three (3) months of written notification to Charter by the Town that an area has met the minimum density standard set forth herein (weather permitting). Charter's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities. For areas not meeting the density requirements of this Section 3.2(a), Charter shall extend its Cable System as required by the regulations of the NYPSC.

(b) Any dwelling unit within one hundred fifty (150) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred fifty (150) feet aerial distance or that requires an underground installation, Charter shall extend Cable Service and may request that the Subscriber pay Charter's actual cost of installation from its main distribution system.

(c) The Town has the right to require Charter to place wires and/or equipment underground, provided that the Town imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Charter shall be underground in those areas of the Town where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Charter's facilities without technical degradation of the Cable System's signal quality. Charter shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) Assuming that the terms of this Section 3.2 have been met, Charter shall not deny access to Cable Service to any group of potential Subscribers because of the income of the residents of the local area in which such group resides.

(e) Grantee may not abandon Cable Service in any portion of the Franchise Area without the prior written consent of Grantor.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Charter has designed, constructed and shall maintain a Cable System that has been built for digital television standards with a bandwidth capacity of at least 750 MHz and the capability of no fewer than one hundred fifty (150) video channels and shall allocate a portion of said bandwidth to deliver two-way Cable Services.

(b) Charter reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

(c) Charter shall construct and maintain its cable system using materials of good and durable quality and 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.

3.4 SYSTEM TESTS

(a) Charter shall conduct proof of performance and other system tests as set forth below. Charter shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the Town within thirty (30) days of a written request from the Town; provided, however, that Charter shall not be required to submit such reports more than one (1) time in any calendar year.

(b) Charter shall perform the following tests on its Cable System:

(1) All tests required by the FCC; and

(2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Agreement as necessary to respond to Subscriber Complaints.

(c) At a minimum, Charter's tests shall include Cable System tests at intervals required by FCC regulations.

(d) Charter shall maintain written records of all results of its Cable System tests performed by or for Charter as required by FCC regulations. Such test results shall be available for inspection by the Town upon request.

(e) Tests may be witnessed by representatives of the Town, and, upon request, Charter shall inform the Town of the time and place of each test. The Town may conduct independent tests of the system for which Charter shall give its fullest cooperation, provided such tests do not interfere with the operation of the Cable System. Charter shall be required to take prompt corrective measures to correct any system deficiencies and to prevent the recurrence of such deficiencies.

3.5 EMERGENCY ALERT SYSTEM

Charter shall comply with the Emergency Alert System requirements of the FCC.

3.6 RATE DISCRIMINATION

All Charter residential Subscriber rates and charges shall be subject to regulation in accordance with federal law, and shall be published and shall not illegally discriminate among persons in the Town under similar circumstances and conditions. Charter shall establish similar rates and charges for all residential Subscribers receiving similar services, regardless of race, color, religion, age, sex, marital status, income or economic status, national origin, sexual orientation, physical or mental disability. Nothing in this Section 3.6 shall be construed to prohibit:

(a) The temporary reduction or waiving of rates and charges in conjunction with promotional campaigns;

(b) The offering of reasonable discounts to senior citizens or discounts to economically disadvantaged citizens;

(c) The establishment of different and non-discriminatory rates and charges for different classes of services for commercial Subscribers, as well as different, monthly rates for classes of commercial subscribers; or

(d) The establishment of reduced bulk rates for residential Subscribers residing in multiple dwelling units.

3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

(a) For any Subscriber with a disability or who is otherwise mobility-impaired, Charter shall, at no charge to the Subscriber, arrange for the delivery and pick up of converters and other equipment at the Subscriber's home at the Subscriber's request. In the case of a malfunctioning converter or such other equipment, Charter shall provide another converter or such other equipment and ensure that it is working properly, and shall make available at no cost to the Subscriber a method by which to return the defective converter or such other equipment to Charter. For the purposes of this Section 3.7(a), Charter may arrange for delivery and pickup of equipment through a reputable third-party carrier (such as the United States Postal Service, Federal Express, or UPS), provided that all shipping costs are paid for by Charter.

(b) Charter shall work cooperatively with any services that allow hearing-impaired Subscribers to contact Charter by telephone.

3.8 SERVICE TO MULTIPLE DWELLING UNITS ("MDUs")

Charter and the Town hereto acknowledge and agree that installation and provision of Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Charter, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations, and Section 228 of the New York Public Service Law and NYPSC's Regulations.

3.9 REPAIRS AND RESTORATION

(a) Whenever Charter or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance. Upon failure of Charter to comply within the time specified and the Town having notified Charter in writing of the restoration and repairs required, the Town may cause proper restoration and repairs to be made and the expense of such work shall be paid by Charter upon demand by the Town.

(b) Whenever Charter or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Town if

required for the proper installation, operation and maintenance of such equipment, cable, or wires. Charter shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days, weather permitting.

(c) Charter's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Charter shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Charter personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Charter or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the New York One Call System (www.digsafelynewyork.com) prior to any such disturbance. Charter shall adhere to any additional undergrounding requirements which the state of New York may establish in the future. Charter shall adhere to all requirements of 16 NYCRR Part 753, Protection of Underground Facilities.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.10 SERVICE AREA MAPS

Upon request, Charter shall make available to the Town for inspection and shall maintain at Charter's local offices a complete set of Charter service area maps of the Town on which shall be shown those areas in which its facilities exist and the location of all streets. Subject to the execution of a mutually agreeable non-disclosure agreement, the maps shall be provided to the Town in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the Town's GIS format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Charter shall make available the Town in accordance with this Section 3.10 any updated maps within thirty (30) days after any request by the Town.

3.11 DISCONNECTION AND RELOCATION

(a) Charter shall, at no cost to the Town, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Town or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Charter to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Town shall treat Charter the same as, and require no more of Charter than, any similarly situated entity.

3.12 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Town, it shall be necessary, in the reasonable judgment of the Town or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Town shall have the right to do so without cost or liability, provided that, wherever possible, the Town shall give Charter notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Town shall treat Charter the same as, and require no more of Charter than, any other similarly situated entity.

3.13 TREE TRIMMING

(a) Charter, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Charter. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Charter or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Town for permission, with the exception of Emergency situations as defined in Section 1(l), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Town.

3.14 CHANNEL CAPACITY

Charter shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

3.15 BROADCAST CHANNELS

To the extent required by federal law, Charter shall provide all Subscribers with Basic Service including, but not limited to, the following: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; and b) any Public, Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.16 SIGNAL SCRAMBLING

Charter shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.17 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Charter provided their financial and other obligations to Charter are honored. Subject to Force Majeure provisions in Section 9.1, Charter shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Charter shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Charter shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

3.18 PARENTAL CONTROL CAPABILITY

Charter shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to Section 641 of the Cable Act.

SECTION 4 CUSTOMER SERVICE STANDARDS

Charter shall comply with the customer service standards as set forth in Exhibit A to this Agreement. To the extent that any customer service standard set forth in Exhibit A to this Agreement is virtually identical to a customer service standard promulgated by the NYPSC or the Federal government, and the NYPSC or the Federal government (as applicable) amends such standard, then the customer service standard in Exhibit A to this Agreement shall reflect the amended standard.

SECTION 5 REGULATION BY THE TOWN

5.1 RESPONSIBILITY OF ADMINISTRATION

The Town's Mayor shall be responsible for the continuing administration of this Franchise.

5.2 RIGHT TO INSPECT

(a) The Town shall have the option, upon thirty (30) business days written notice and during Normal Business Hours, to inspect at the notice location for Charter specified in Section 9.3, or to request copies from Charter of all documents, records and other pertinent information maintained by Charter which relate to the terms of this Agreement.

(b) In addition, Charter shall maintain for inspection by the public and the Town all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Upon thirty (30) days written request to Charter, the Town may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Town may not conduct a physical inspection of the Cable System or open any vaults, pedestals or conduits without the express permission of Charter. The Town may not inspect the Cable System on Charter's property other than for permitted work. If an unsafe condition is found to exist, the Town, in addition to taking any other action permitted under applicable law, may order Charter, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition within a reasonable time established by the Town.

5.3 RIGHT TO CONDUCT COMPLIANCE REVIEW

The Town or its representatives may conduct a full compliance review with respect to whether Charter has complied with the material terms and conditions of this Agreement so long as it provides Charter with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Charter may organize the necessary records and documents for appropriate review by the Town. Within thirty (30) days of a written request, Charter shall provide the Town with copies of records and documents related to the cable compliance review.

5.4 RESERVED AUTHORITY

The Town reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Town's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.5 POLICE POWERS

Charter's rights under this Agreement are subject to the police powers of the Town to adopt and enforce general laws and regulations necessary for the safety and welfare of the public, provided such laws and regulations are reasonable and not materially in conflict with the terms and conditions granted in the Franchise. Such laws and regulations are separate and distinct from

the terms and conditions contained in this Agreement, and shall be consistent with all federal and state laws, rules, regulations and orders.

5.6 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Town to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees to the extent consistent with applicable law.

5.7 PERMITS

Charter shall apply to the Town for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Town. Charter shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Charter shall pay any and all required permit fees.

5.8 REPORTING

In addition to the other reporting requirements contained in this Agreement, Charter shall provide the following reports to the Town:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, Charter shall submit to the Town a report showing the number of Complaints, as defined in Section 1(g), that required a work order and/or service call, originating from the Town and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition and upon request, Charter shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions and the approximate length of time of each such interruption;
- (5) Average hold time for Subscriber service telephone calls that were received in the previous quarter;

- (6) Percentage of telephone calls answered within thirty (30) seconds during the previous quarter;
- (7) Percentage of telephone calls received within the previous quarter that were abandoned before being answered by a live operator; and
- (8) Percentage of time when all incoming telephone trunk lines were in a busy condition.

(b) Annual Financial Reports

Within thirty (30) days of a written request, Charter shall submit to the Town its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Charter's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission by Charter of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Charter Inc. shall be deemed as satisfactory compliance with this Section 5.8(b).

(c) Government Reports

Charter shall provide to the Town, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Charter has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Charter System within the Town. Charter shall provide copies of such documents no later than thirty (30) days after their request.

(d) Reporting Methods

Any reporting requirements may be satisfied by system-wide statistics, except for reporting requirements related to Franchise Fees and customer complaints.

5.9 CONFIDENTIALITY

To the extent permitted under New York law, the Town shall maintain as confidential any information provided to it by Charter under the terms of this Franchise which Charter has designated in writing as confidential. In the event that the Town believes at any time that it is required by law to disclose such information to a third party, the Town will so notify Charter at a time prior to such disclosure that affords Charter a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

SECTION 6
COMPENSATION TO THE TOWN

6.1 FRANCHISE FEES

(a) Charter shall pay to the Town an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Town. Charter shall not deduct or otherwise credit against the Franchise Fee any tax, including property taxes and all other taxes, fees or assessments of general applicability unless allowed by applicable law. In addition, and to the extent provided in Section 622 of the Cable Act, franchise fees are separate and distinct from all other taxes, fees and assessments of general applicability.

(b) If the law changes to permit a stated Franchise Fee percentage which is greater than 5%, the Town may amend the Franchise Fee percentage upon written notice to Charter provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Town shall accompany such written notice. Any change in Charter's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

(c) The Franchise Fee shall be compliant with the NYPSA's Franchise Standards, Section 895.1(o).

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Town under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 of the following calendar year (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Town. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Town may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Charter shall deposit the Franchise Fee payments electronically into an account as designated by the Town.

6.3 QUARTERLY REPORTS

Each Franchise Fee payment shall be accompanied by a written report containing an accurate statement of Charter's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Charter's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Charter.

6.4 FRANCHISE FEE AUDIT

(a) The Town shall have the right to conduct a Franchise Fee review or audit of Charter's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within sixty (60) months from the date the Town receives such payment, after which period any such payment shall be considered final. Within forty-five (45) days of a written request, Charter shall provide the Town with copies of financial records related to the Franchise Fee review or audit.

(b) In the event of an alleged underpayment, the Town shall provide Charter with a written statement indicating the basis for the alleged underpayment. Charter shall have forty-five (45) days from receipt of this notice regarding an alleged underpayment to provide the Town with any written objection to the results of the review or audit, including any substantiating documentation. Based on this exchange of information, the Town shall make a final determination of the underpayment(s), if any, within thirty (30) days of Charter's objection and shall provide Charter with written notice of the determination. If Charter disputes the Town's final determination, it shall notify the Town of the basis for the dispute within thirty (30) days of receiving the Town's written notice of determination. The Town may send notice to Charter stating that Charter may submit the dispute to non-binding mediation in accordance with Section 9.7(b) below. If Charter fails to respond and agree to submit the matter to non-binding mediation within ten (10) days of receipt of the Town's request, the Town's final determination shall be binding on Charter. If the parties submit the matter to mediation and an agreement is not reached, either party may submit the matter to arbitration in accordance with Section 9.7(a) below within thirty (30) days of failure to reach agreement through mediation.

(c) Any Franchise Fee payment due to the Town as a result of the Franchise Fee review or audit shall be paid to the Town by Charter within forty-five (45) days from the date the Town notifies Charter of its final determination. If the Franchise Fee review or audit shows that Franchise Fees have been underpaid, then Charter shall pay the underpaid amount plus interest calculated at the then-current prime rate as published by the Wall Street Journal. If Franchise Fees have been underpaid by five percent (5%) or more, then Charter shall also pay the reasonable cost of the review or audit.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required under this Section 6 are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then the Franchise Fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount unless otherwise required by law or Generally Accepted Accounting Principles ("GAAP").

SECTION 7
SERVICES TO THE COMMUNITY

7.1 FREE SERVICES TO COMMUNITY FACILITIES

Subject to applicable law, Charter shall, at no charge to the Town, provide one (1) complimentary standard installation and complimentary Basic Service, including a converter box and/or any other end user equipment needed for this Cable Service, to all public facilities listed in Exhibit B.

7.2 PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNELS

(a) Charter shall provide to the Town at least two (2) Public, Educational, and Governmental (“PEG”) Access Channels in accordance with Section 611 of the Cable Act and the standards as set forth in Section 895.4 of the Rules and Regulations of the State of New York Public Service Commission (“NYPSC”). Such PEG Channels may be used for community programming related to public, educational and/or governmental activities. The Town and any other municipalities served by the headend shall have complete control over the content, scheduling, administration and all other programming aspects of the PEG Channels, and may delegate such functions, or a portion of such functions, to an appropriate designee. Charter shall not exercise any editorial control over PEG Channel programming. Charter shall cablecast the activated PEG Channels so that they may be received by all Charter Subscribers in the Town.

(b) To enable the Town to utilize the PEG Channel for live programming, the Town shall select one (1) location within the Town’s boundaries and Time Warner shall provide and install, within one hundred eighty (180) days of a written request by the Town direct fiber links, including activation equipment capable of transmitting video and audio between the video origination location and the Charter System such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Town. This fiber link and equipment shall be collectively known as the “Return Line.” The Town shall be responsible for payment for the construction and installation of the Return Line, which shall be at Charter’s cost for time and materials. Charter shall provide the Town with a cost estimate prior to commencing construction and installation of the Return Line.

(c) The Town and Charter further agree that all costs incurred by Charter for supporting such PEG Channel may be designated as “costs of franchise requirements” or “external costs” as defined by the FCC and Charter reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(d) Charter shall be responsible for maintaining the Return Line to the video origination point of the PEG Channel so long as the Town provides Charter with access to such location and access to the PEG Channel equipment within such location.

(e) The Town or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the PEG channels. The Town and Charter agree to work

cooperatively in implementing the PEG channels through such means and in such manner as shall be mutually satisfactory.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Town has reason to believe that Charter violated any provision of this Agreement, it shall notify Charter in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the Town does not notify Charter of any violation of this Agreement, it shall not operate as a waiver of any rights of the Town hereunder or pursuant to applicable law.

(b) Charter shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Charter must cure the violation shall be extended by the Town in writing for such additional time necessary to complete the cure, provided that Charter shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Town.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) and, in the Town's judgment, Charter has not taken reasonable steps to cure the violation, then the Town may deem that Time Warner is liable for liquidated damages and/or any other right or remedy and the Town's costs in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Time Warner Cable failure to comply with provisions of this Agreement will result in injury to the Town and because it will be difficult to measure the extent of such injury, the Town may assess liquidated damages against Time Warner in the following amounts provided Charter has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Charter or legal action by the Town, but shall be in addition to such specific performance or legal action.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Town. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Town may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction before, during, or after the assessment of liquidated damages.

(c) The Town may assess liquidated damages against Charter in the following amounts provided Charter has had an opportunity to cure in accordance with Section 8.1 (b).

(1) For failure to comply with the technical requirements specified in Section 3.1: \$250 per day for each day the violation continues;

(2) For failure to provide and maintain Cable Service as specified in Section 3.2(a): \$250 per day for each day the violation continues;

(3) For failure to make repairs and restorations as specified in Section 3.9: \$250 per day for each day the violation continues;

(4) For failure to submit reports in a timely fashion as specified in Section 5.8: \$250 per day for each day the violation continues;

(5) For failure to provide information and related documentation in connection with any franchise fee audit/review as specified in Section 6.4: \$250 per day for each day the violation continues;

(6) For failure to provide services to community facilities as specified in Section 7.1 and Exhibit B to the Agreement: \$250 per day for each day the violation continues;

(7) For failure to comply with the requirements of the Public, Educational, and Governmental Channel as specified in Section 7.2: \$250 per day for each day the violation continues;

(8) For failure to carry all the insurance coverage required in Section 8.4: \$250 per day for each day the violation continues.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Town under this Agreement, the Town reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Charter practiced any fraud or deceit upon the Town in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Charter repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Charter repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(4) Upon the appointment of a receiver or trustee to take over and conduct the business of Charter whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(i) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(ii) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all defaults under this Agreement. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Charter or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Charter shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Town Council after an appropriate public hearing that shall afford Charter due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State of New York. All notice requirements shall be met by providing Charter at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Town, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Charter of mitigating circumstances or good cause for the existence of such grounds. The Town shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Charter.

8.4 INSURANCE

(a) Charter shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in New York and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Town from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Charter or any of its contractors, subcontractors, agents or employees in the following amounts:

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	\$1,000,000 per occurrence C.S.L.

on all owned, non-owned hired autos

Umbrella Liability

\$3,000,000 per occurrence C.S.L.

(b) The Town, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.4.

(c) Charter shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.4 and without submitting insurance certificates to the Town verifying that Charter has obtained such alternative insurance. Charter shall provide the Town with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Charter shall deliver to the Town Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement, upon request by the Town.

8.5 INDEMNIFICATION

Charter shall indemnify, defend, save and hold harmless the Town, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from caused by or connected with any act or omission of Charter, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities of Charter. The Town shall give Charter timely written notice of its obligation to indemnify and defend the Town. The obligation to indemnify, defend, save and hold the Town harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Town determines that it is necessary for it to employ separate counsel, in addition to that provided by Charter, the cost for such separate counsel shall be the responsibility of the Town. Charter shall not indemnify the Town for any claims to the extent resulting from acts of willful misconduct or negligence on the part of the Town.

SECTION 9 MISCELLANEOUS

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Charter is unable in whole or in part to carry out its obligations hereunder, Charter shall not be deemed in violation of this Agreement during the continuance of such inability.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Charter shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Town or property owner may deem any property not removed as having been abandoned and the Town may remove it at Charter's cost.

(b) During the term of the Agreement, if Charter decides to abandon or no longer use all or part of its Cable System, it shall give the Town written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The Town shall have the right to either require Charter to remove the property, remove the property itself and charge Charter with the costs related thereto, or transfer ownership of the property to the Town's designee provided fair market value is paid to Charter.

(c) Notwithstanding the above, Charter shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Charter from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

(d) If Charter abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may either: (1) designate another entity to operate the Cable System temporarily until Charter restores service under conditions consistent with this Franchise, or until the Franchise is revoked and a new franchisee is selected by the Town; or (2) obtain an injunction requiring Charter to continue operations. If the Town designates another entity to operate the Cable System, Charter shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred due to Charter's abandonment of the System. The Town shall be entitled to exercise options (1) and (2) above if:

(1) Charter fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for seven (7) consecutive days, unless the Town authorizes a longer interruption of service; or

(2) Charter, for any period, willfully and without cause, refuses to provide Cable Service in accordance with this Franchise.

9.3 NOTICES

Every notice or payment to be served upon or made to the Town shall be sent to:

Town of Hanover
68 Hanover Street
Silver Creek, NY 14136
Attention: Supervisor

with a copy to:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15215
Attention: Office Manager

The Town may specify any change of address in writing to Charter. Every notice to be served upon Charter shall be sent to:

Charter Communications
Attn: Director, Government Relations
120 Plaza Drive
Vestal, NY 13850

With copies to:

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

Charter may specify any changes of address in writing to the Town. Each delivery to Charter or the Town shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Charter is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment. Additionally, Charter shall 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 because of age, race, creed, color, national origin or sex.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State of New York. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of New York, County of Chautauqua, or in the United States District Court for the Western District of New York.

9.7 DISPUTE RESOLUTION

(a) Arbitration

(1) Any dispute between the parties hereto, including but not limited to, disputes or controversies arising from or related to interpretation of this Agreement, may be arbitrated provided that both parties consent in writing to the arbitration. Such arbitration shall be final and binding, and the parties shall have no right to appeal from the arbitrator's decision. The Process for resolving disputes regarding franchise fee audits or reviews shall be in accordance with Section 6.4 above.

(2) The Town may initiate arbitration by resolution of its Town [Governing Body], while Charter may initiate arbitration by sending written notice to the Town.

(3) After arbitration has been initiated, the Town and Charter may agree that one arbitrator may conduct the arbitration and may mutually select such arbitrator.

(4) If either the Town or Charter does not consent to having one arbitrator conduct the arbitration or if the parties cannot agree upon the identity of such arbitrator, the arbitration shall be conducted by three arbitrators, who shall be selected as follows:

(i) If the Town initiates arbitration, the Town shall select one arbitrator and Charter by written notice shall select one arbitrator within fifteen (15) days after receiving notice of the Town's selected arbitrator. If Charter initiates arbitration, it shall select one arbitrator, and the Town shall select one arbitrator within fifteen (15) days after receiving notice of the Charter's selected arbitrator.

(ii) The two selected arbitrators shall select a third arbitrator within fifteen (15) days after the appointment of the second arbitrator. If the two arbitrators are unable to agree upon a third arbitrator within the time limit, the third arbitrator shall be appointed by the presiding civil judge of the Chautauqua County Court of New York.

(5) After selection of the arbitrator(s), the arbitrator(s) shall take an oath to serve neutrally and impartially. The arbitrator(s) shall then schedule a date, time and place for the arbitration hearing. The hearing shall occur not less than one hundred twenty (120) days after the appointment of the arbitrator (or the third arbitrator, if three arbitrators are used), unless extended by mutual agreement of the Town and Charter. The arbitrator(s) shall make a written report to the Town and Charter on the final determination within thirty (30) days after completion of the

hearing. If the arbitration is conducted by three arbitrators, the determination of a majority of the arbitrators shall constitute a final, binding arbitration determination. The arbitration shall be conducted according to the Uniform Arbitration Act.

(6) The Town and Charter shall share equally and separately the fees and costs of the arbitrator(s).

(b) Mediation

The Town and Charter agree that, should any dispute arise between the parties concerning any aspect of this Agreement which is not resolved by mutual agreement of the parties, the dispute may be submitted to mediated negotiation prior to any party commencing arbitration or litigation. The process for resolving disputes regarding franchise fee audits or reviews shall be in accordance with Section 6.4 above. In such event, the Town and Charter may agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator. If the Town and Charter are unable to successfully conclude the mediation within sixty (60) days from the date of the selection of the mediator, either party may terminate further mediation by sending written notice to the other party. After written termination notice has been received by the other party, either party may request arbitration, as set forth in Section 9.7(a), or may pursue any other available legal remedies. All costs associated with mediation shall be borne, equally and separately, by the parties.

9.8 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Charter nor its parent nor any Affiliated Entity shall transfer or assign, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Town, provided that such consent shall not be unreasonably withheld.

(b) Neither Charter nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Town, provided that such consent shall not be unreasonably withheld.

(c) Neither Time Warner nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than fifty percent (50%) of its equitable ownership in the Cable System without the prior written consent of the Town, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Charter in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Charter.

(e) Charter shall make written application to the Town of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Town may request additional information it needs to make an informed decision on the transfer or assignment as provided in FCC regulations. The Town shall have such time as provided in FCC regulations to take action on the transfer or assignment.

(f) Any consent by the Town for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

(g) The Town herein consents to a transfer of control to Charter Communications, Inc. pursuant to an agreement of May 23, 2015 among Charter Inc., Charter Communications, Inc. and other parties.

9.9 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved and executed by both the Town and Charter. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, that are in conflict with the provisions herein. This Agreement may be amended only by the mutual consent of the Town and Charter and in accordance with the regulations of the NYPSC.

9.10 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Town or Charter may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Town and Charter may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Town and Charter and by the NYPSC.

9.12 COMPLIANCE WITH LAWS

Charter shall comply with all federal, state and, to the extent not inconsistent with the terms of this franchise, local laws and regulations.

9.13 APPROVAL OF THE NEW YORK STATE PUBLIC SERVICE COMMISSION

All terms and conditions contained herein are subject to the approval of the New York State Public Service Commission.

9.14 FILING OF FRANCHISE WITH COMMISSION

Charter shall file this Agreement and other requisite information with the New York State Public Service Commission requesting operating authorization within sixty (60) days of the Town's passage of this Franchise.

9.15 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.16 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Charter, the Town and their respective successors and assigns. This Agreement is authorized by Resolution No. dated August 8, 2016 of the Town Council.

SIGNATURE PAGE TO FOLLOW

WITNESS our hands and official seals to this Cable Franchise Agreement.

TOWN OF HANOVER

By: [Signature]
Name: LODD H. Johnson
Title: Town Supervisor
Date: 8/4/16

TIME WARNER CABLE NORTHEAST NORTHEAST LLC

By: Mark S. Brown
Charter Communications, Inc., its Manager
Name: Mark Brown
Title: VP & Counsel, Gov't Affairs
Date: 2/27/17

EXHIBIT A
CUSTOMER SERVICE STANDARDS

1. DEFINITIONS

The following Definitions shall apply to this Exhibit A:

(a) "Basic channel" shall mean any channel which is provided as part of the basic service tier.

(b) "Billing dispute" shall mean a disagreement between a subscriber and a cable television company concerning:

- (1) credits for payments made by the subscriber to the cable television company;
- (2) credit or refund for service outage;
- (3) errors in billing amount; or
- (4) assessment of late charges.

(c) "Home wiring" shall mean the internal wiring contained within premises of a subscriber which does not include any active elements such as amplifiers, converters or decoder boxes or remote control units.

(d) "Collection charge" shall mean a fee or charge imposed upon a subscriber by a cable television company for its efforts at collecting or attempting to collect a past due account by personal visit at a subscriber's home or place of business.

(e) "Commission" shall mean the New York State Public Service Commission,

(f) "Downgrade charge" shall mean a charge imposed upon a subscriber for implementing a request by the subscriber for a change in service to a less expensive tier than the tier currently subscribed to.

(g) "Late charge" shall mean a charge which is added to a cable television subscriber's account or bill for nonpayment of a previously due account.

(h) "Local office" shall mean the business office of the cable television company serving the municipality in which a billing dispute arises.

(i) "Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, normal business hours must include some evening hours at least one night per week and/or some weekend hours.

(j) "Normal operating conditions" shall mean those service conditions which are within the

control of a cable company. Those conditions which are not within the control of a cable company include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of a cable company include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, channel and/or service alterations, and maintenance or upgrade of the cable system.

(k) "Service call" shall mean any work at a subscriber's premises which requires the presence of a cable television company representative and the subscriber, including but not limited to, installations, and reconnections.

(l) "Service interruption" shall mean the loss of picture or sound of one or more cable channels.

(m) "Service outage" shall mean a loss of picture or sound on all basic channels or on all channels provided on any other service tier or on one or more premium channels occurring during normal operating conditions which is not caused by the subscriber's television receiver or the subscriber.

(n) "Subscriber complaint" shall mean a notice to the commission from a cable television subscriber, whether in writing, by telephone or electronic mail, concerning an unresolved billing service or other service related matter affecting the complaining subscriber directly.

2. SUBSCRIBER COMPLAINT PROCEDURES TO CHARTER

Charter shall establish clear written procedures for resolving all Subscriber complaints, which shall include at least the following:

(a) Charter shall provide the Subscriber with a written response to a written Subscriber complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Subscriber complaint, its conclusions based on the inquiry, and its decision in response to the Subscriber complaint.

(b) If the Town is contacted directly about a Subscriber complaint, it shall notify Time Warner promptly and in writing. When Time Warner receives such notification, the time period for Time Warner to respond as required by Section 2(a) shall commence. If the Town notifies Time Warner in writing, then Time Warner shall respond in writing within the time period specified in Section 2(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Time Warner has the option of withholding the disputed amount, without a late fee or disconnection, until Time Warner has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Subscriber complaint to Time Warner in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Time Warner shall maintain Subscriber complaint records for inspection by the affected Subscriber, which shall contain the date each Subscriber complaint is received, the name and address of the affected Subscriber, a description of the Subscriber complaint, the date of resolution of the Subscriber complaint, and a description of the resolution.

3. CHARTER HOME SERVICE CALLS

Charter shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Charter employee, agent, or cable contractor, including any subcontractor, shall prominently display the Charter or cable contractor logo.

4. BILLING PRACTICES; BILLING PERIOD

(a) (1) Every cable television company shall adopt billing practices in compliance with sections 1 and 4 through 8 of this Exhibit A and shall provide notice to subscribers in accordance with section 10(e) of this Exhibit A.

(2) Every cable television company:

(i) shall file copies of its billing practices and payment requirements with the commission; and

(ii) shall maintain copies thereof on file in its local office for public inspection for a period of two years.

(b) Billing practices may include the opportunity for advance billing.

(c) Billing practices shall provide that a subscriber, upon request, shall be given the option of paying monthly. Use of coupon books for the remittance of monthly payments shall satisfy the monthly payment option request. If such coupon books are used by a cable television company, no other bills for service are required to be sent to subscribers.

5. BILL FORMAT, LATE CHARGES, COLLECTION CHARGES, RECONNECT CHARGES, AND DOWNGRADE CHARGES

(a) Each subscriber bill shall be clear, concise and understandable and shall:

(1) (i) include the name, address and telephone number of the cable television company; and

(ii) the toll free subscriber assistance telephone number of the commission identified as "Unresolved Inquiries, NYS Public Service Commission" or otherwise as may be approved by the commission upon specific request by a cable company;

(2) itemize each category of service including, but not limited to, basic service, cable programming services, per channel premium services, and pay-per-view programming, and each piece of equipment for which a charge is imposed;

(3) state the billing period and clearly delineate all activity during the billing period, including but not limited to, the amount of current billing and appropriate credits or rebates, optional charges, late charges and past due balances, if any.

(b) Each subscriber bill shall specify a minimum time for payment which shall not be less than 15 days from mailing of the bill.

(c) Any late charge permitted by law or by the franchise, if imposed upon the subscriber, shall be itemized on the subscriber's bill, or notice of delinquent payment in cases where coupon books are used.

(d) If a late charge is to be imposed, it shall not be imposed sooner than 45 days after the mailing of the bill to the subscriber or the due date, if coupons are used.

(e) No cable television company shall impose a collection charge upon any subscriber, except as prescribed in Section 8(e) of this Exhibit A.

(f) No cable television company shall impose a charge for the reconnection of service, the amount of which is based solely upon a consideration of whether the subscriber was previously in arrears for an amount due said company.

(g) A cable television company may impose a downgrade charge upon the conditions and in the circumstances as follows:

(1) subscribers have been notified of such charge in writing in at least 10 point type;

(2) the charge does not exceed the amount permitted under applicable State or Federal law or regulation; and

(3) the downgrade was not requested by a subscriber affected by a significant programming change or a network change which included a retiering of service or a rate change within 30 days of the receipt by the subscriber of:

(4) a notice required by Section 10(b)(4) and (c)(4) of this Exhibit A; or

(5) a notice of retiering or rate change as required by Section 10(a) of this Exhibit A.

6. BILLING DISPUTES, AUXILIARY EQUIPMENT, CREDITS, AND REFUNDS

(a) Every cable television company shall establish procedures for the prompt investigation of any billing dispute. The procedures shall provide for a period of at least 30 days from the date of receipt of the bill for the subscriber to file a timely complaint. The procedures shall provide that the subscriber remit the undisputed portion of the bill in question pending resolution of the portion in dispute and that the subscriber shall be responsible for paying the undisputed portion of current and future bills.

(b) Cable television service shall not be discontinued due solely to nonpayment of the portion in dispute during the period allowed herein for investigation of a billing dispute.

(c) If the billing dispute is not resolved within 30 days of the date it is received by the company, the subscriber may refer the matter to the commission in accordance with the provisions of Section 9 of this Exhibit A. If referral is not made within 30 days, the company may commence its disconnection procedures in accordance with Section 8 of this Exhibit A.

(d) The cable television company shall retain all billing complaint records for at least one year.

(e) When a cable television company supplies auxiliary equipment such as a converter or other modifying device to a subscriber the company can expect reasonable care of such equipment by the subscriber. A cable television company shall notify the subscriber and the commission in writing of any charges to subscribers for lost, stolen or damaged converters. In the event such equipment is lost, stolen or damaged, and the cable television company seeks to charge the subscriber for such equipment, the company shall give written, dated notice to the subscriber of the amount sought to be collected from the subscriber and the subscriber's opportunity to refer the matter to the commission in accordance with the provisions of Section 9 of this Exhibit A.

(f) Refund checks will be issued promptly but no later than:

(1) the subscriber's next billing cycle following a determination that a refund is warranted or 30 days after such determination, whichever is earlier; or

(2) the subscriber's next billing cycle after the return of equipment supplied by the cable company if service is terminated or 30 days after the return of the equipment, whichever is earlier.

(g) Credits for service will be issued not later than the subscriber's next billing cycle following a determination that a credit is warranted.

7. CREDIT FOR SERVICE OUTAGES

(a) Every cable television company shall provide credit to subscribers affected by any service outage in excess of four continuous hours in accordance with subdivisions (b) and (c) of this section. The four-hour period shall commence at the time the cable television company first becomes aware of the service outage.

(b) Whenever a cable television company may reasonably determine the existence and scope of a service outage as, for example, a service outage caused by a major failure in the system's headend or distribution electronic equipment, which service outage exceeds four continuous hours and some part of which occurs during the hours 6:00 p.m. to 12:00 a.m., the cable television company shall automatically credit the account of each affected subscriber.

(c) In the event a cable television company cannot determine all subscribers affected by a service outage in excess of four continuous hours or no part of such outage occurs during the hours of 6:00 p.m. to 12:00 a.m., credit shall be given to any eligible subscriber who makes application therefor by either written or oral notice within 90 days of such service outage.

(d) The minimum credit for a service outage shall be equal to one thirtieth times the applicable monthly charge for each 24-hour period during which a service outage continues for at least four hours.

(e) A cable television company shall be responsible for every service outage except for interruption of programming to provide emergency information to the public using the Emergency Alert System as defined in section 896.5 of the NYSPSC Cable Television Regulations.

8. DISCONTINUANCE OF SERVICE FOR NONPAYMENT

(a) A cable television subscriber shall not be considered delinquent in payment until at least 45 days have elapsed from the mailing of the bill to the subscriber or from the due date, if coupons are used, and payment has not been received by the cable television company.

(b) No cable television company shall physically or electronically discontinue service for nonpayment of bills rendered for service until:

(1) the subscriber is delinquent in payment for cable television service; and

(2) at least five days have elapsed after a separate written notice of impending discontinuance has been served personally upon a subscriber; or

(3) at least eight days have elapsed after mailing to the subscriber a separate written notice of impending discontinuance (for which postage has been paid by the cable television company), addressed to such person at the premises where the subscriber requests billing; or

(4) at least five days have elapsed after a subscriber has either signed for or refused a certified letter (for which postage has been paid by the cable television

company), containing a separate written notice of impending discontinuance addressed to such person at the premises where the subscriber requests billing.

(c) Notice of service discontinuance shall clearly state the amount in arrears, the total amount required to be paid to avoid discontinuance of service, reconnection charges, if applicable, and the manner and date by which, and the place where, such payment must be made.

(d) No cable television company shall disconnect service for nonpayment on a Sunday, public holiday or a day when the local office of the company is not open for business without providing an opportunity for the subscriber to a pay the amount in arrears on such date.

(e) When a cable television company representative is at a subscriber's residence or place of business to disconnect service and the subscriber, at that time, pays the amount in arrears in lieu of disconnection, the company may add a reasonable collection charge to the subscriber's bill provided all other applicable provisions of this section have been followed.

(f) Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment, and no cable television company shall be required to provide additional notice prior to discontinuance.

9. SUBSCRIBERS' COMPLAINTS TO THE COMMISSION; PROCEDURE

(a) A subscriber complaint will be processed by the commission after the subscriber has first attempted to resolve the particular matter with the cable television company. The procedure with respect to such complaints shall be as follows:

(1) A copy of the complaint together with a written notice requesting a statement concerning the matter described therein shall be served on the cable television company. Within 10 days, or such other period as may be specified in the notice, the cable television company shall submit a written response to the commission and shall serve a copy of said response on the complainant. The response must contain a statement of the action that has been taken to resolve the complaint and/or to preclude any recurrence of the matter complained of. If the subject of the complaint is the failure of the company to provide cable television service to a potential subscriber who has requested service, the commission may require the cable television company to provide, in addition to the information required by this paragraph, a map of the franchised area indicating information requested by the commission.

(2) Complaints received by the commission by telephone shall be recorded and kept on file. Where the nature of a telephone complaint warrants, the commission may request written information from the complainant. In such cases, the commission shall follow the procedure specified in paragraph (1) of this subdivision.

(3) Where numerous complaints are made, concerning a particular cable television company or where it appears that complaints have not been satisfactorily resolved by a particular company, the commission may make further inquiry of said

company, which may be formal or informal, and which may include a hearing or oral argument, or both.

(b) Every cable television company shall adopt and file with the commission, in writing, its procedures for reporting and the resolution of subscriber complaints, which procedures may be in such form and contain such provisions as the company deems necessary, provided they are not in conflict with any procedures, rules or regulations of the commission. Every cable television company shall provide notice to subscribers of such procedures in accordance with Section 10(f) of this Exhibit A.

(c) (1) The commission may delegate by written notice to any of its officers or employees authority pursuant to this section to investigate, hear and resolve subscriber complaints concerning disputed bills, charges, deposits, service problems and other subscriber-related problems. Such authority shall include the authority to conduct informal hearings. Except in the instance of an appeal by any party, disposition of unresolved complaints will be determined by such officers or employees of the commission as the commission designates to act in its place. In exercising this function, the designated officers or employees may obtain the information required to make a determination by conversation with the complainant or his or her representative, by telephone or in person, supplemented where appropriate by written materials from the complainant, reports or documents from the cable television company (including such data as may be required by the staff at the request of the complainant or on its own initiative); through written complaints similarly supplemented; or through a conference conducted by the designated officer or employee at which the complainant, accompanied and assisted by such friend, advisor or attorney as he or she desires, and company representatives are present. Officers or employees designated to consider complaints will afford both the complainant and the cable television company a fair and reasonable opportunity to present evidence pertinent to the complaint and to challenge evidence submitted by the other party to the dispute. The complainant or cable television company complained of may obtain a written statement of the determination, including a statement of the brief reason for the conclusion. The party adversely affected by the determination of the officer or employee designated to consider the complaint may appeal to the commission. Any such appeal shall be in writing filed with the commission within 20 days of receiving notice of the determination and shall set forth the specific basis for claiming error.

(2) After receipt of the response to a complaint, and where the procedures described in paragraph (1) of this subdivision are not applicable or cannot reasonably resolve the issues raised by a complaint, the commission, on its own initiative, the recommendation of staff or the request of the complainant or cable television company, may hold a hearing upon reasonable advance notice to all interested parties.

(3) Pending resolution of a complaint, the commission may require appropriate interim relief to either party. In the case of complaints regarding bills or deposits, the commission, without hearing or formal order, may, and in the absence of unusual circumstances shall, preclude discontinuance of service or the issuance of any notice of discontinuance during the commission's investigation of such complaint, upon such terms and conditions as it deems appropriate.

10. TELEPHONE AVAILABILITY AND ANSWER STANDARDS; CUSTOMER SERVICE CENTERS

(a) Every cable television company shall maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week, provided, that after normal business hours, the access line may be answered by an answering service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

Trained company representatives must be available to respond to callers during normal business hours.

(b) Every cable television system, except a small cable television system, under normal operating conditions, shall meet the following telephone answer standards no less than 90 percent of the time, measured on a quarterly basis:

(1) telephone answer time by trained company representatives, including wait-time, shall not exceed 30 seconds from when the connection is made;

(2) if a call needs to be transferred, transfer time shall not exceed 30 seconds;

(3) callers will receive a busy signal less than three percent of the time.

(c) Information to demonstrate compliance with the telephone answer standards in subdivision (b) of this section shall be reported to the commission for normal business hours on an annual basis and shall include:

(1) the total number of days trained company representatives were available to receive incoming calls;

(2) the total number of calls received on such days;

(3) the average length of time a caller waits on hold before reaching a trained company representative;

(4) the total number of calls abandoned by incoming callers;

(5) the percentage of time callers received a busy signal; or

(6) or such other information that will document compliance with such standards.

(d) Every cable television company required to file the information specified in subdivision (c) of this section must maintain for a period of one year, a summary of records sufficient to measure and verify compliance with telephone answer standards on a quarterly basis.

(e) Annual reports on telephone answer standards shall be filed with the commission on or

before January 31st of each year for the previous calendar year. Any cable television system that routinely meets or exceeds the standard in subdivisions (a) and (c) of this section may petition the commission for a waiver of the reporting requirements of this section. This waiver does not excuse a cable company from maintaining service records, subject to review by the Commission, on a quarterly basis.

(f) A cable television system will not be required to acquire equipment or perform surveys to measure compliance with telephone answer and service standards unless an historical record of complaints indicates a clear failure to comply.

(g) Customer service centers and bill payment sites shall be conveniently located and open at least during normal business hours.

11. INSTALLATIONS, OUTAGES, AND SERVICE CALLS

(a) Whenever a service call is not started within the scheduled “appointment window”, as established pursuant to paragraph (3) of subdivision (b) of this section, the subscriber shall not be charged for such service call, including any installation or reconnection scheduled to be performed, unless the service call was rescheduled with the subscriber’s consent before the close of business on the business day prior to the day of the scheduled “appointment window”.

(b) All cable television systems under normal operating conditions, shall meet no less than 95 percent of the time, measured on a quarterly basis, the following service standards:

(1) standard installations of up to 150 feet from existing aerial distribution plant shall be performed within seven business days after an order is placed unless a subscriber requests a particular date beyond seven business days;

(2) excluding conditions beyond control of the cable company, a cable television system will:

(i) begin working on service interruptions promptly and in no event later than 24 hours after the interruption becomes known; and

(ii) begin actions to correct other service problems the next business day after notification of the service problem or trouble call;

(3) the appointment window alternatives for service calls will be either:

(i) a specific time;

(ii) morning or afternoon hours;

(iii) a four-hour block of the time during normal business hours;

(iv) evenings or Saturdays during normal business hours; or

(v) at the option of the cable television company a specific time or block of time outside of normal business hours for the express convenience of the customer; and

(4) if a cable company representative is likely to be late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as soon as possible, at a time which is convenient for the customer consistent with paragraphs (1) and (2) of this subdivision.

(c) Information to demonstrate compliance regarding the service standards contained in subdivision (b) of this section, measured on a quarterly basis, shall be reported to the commission and shall at a minimum include:

- (1) number of requests for standard installations and the number of such installations actually performed within 7 business days;
- (2) number of service interruptions and number of service interruptions responded to within and after 24 hours after notification;
- (3) number of service calls to subscribers' residences and the number of such calls completed within the appointment window;
- (4) number of installations or service calls rescheduled; and
- (5) number of credits issued for missed service calls to subscribers' premises, or such other information that will document compliance with such standards.

(d) Service reports shall be filed annually with the commission on or before January 31st of each year for the previous calendar year. Cable systems that routinely meet or exceed the requirements of subdivisions (a) and (b) of this section may petition the commission for a waiver of the report requirements of this section. This waiver does not excuse a cable company from maintaining service records on a quarterly basis, which are subject to review by the Commission.

(e) Reports of service or trouble calls by cable television systems shall be made available, upon request, and for a period not to exceed 90 days from such service or trouble call as follows:

- (1) For each trouble call reported by a single subscriber, the cable television system shall identify:
 - (i) the subscriber;
 - (ii) the date and approximate time the trouble call was received;
 - (iii) the date and approximate time of the response to the trouble call;
 - (iv) the corrective steps taken (if any required);
 - (v) the date the trouble call is closed; and
 - (vi) identification of the technician or repair person.

(2) A report on each service outage shall include the following data:

- (i) brief description of the area affected sufficient to allow the later determination of the approximate number of subscribers affected;
- (ii) date and approximate time of failure;
- (iii) cause of failure; and
- (iv) date and time service was restored.

12. REMOVAL OF HOME WIRING

Upon voluntary termination of cable service by a subscriber, a cable television company shall not remove cable home wiring in which it claims ownership unless it gives the subscriber the opportunity to acquire the wiring at the replacement cost, and the subscriber declines. The cost is to be determined based on the replacement cost per foot of the home wiring multiplied by the length in feet of such wiring. If the subscriber declines to acquire the cable home wiring, the cable television company must then remove it within thirty seven days or make no subsequent attempt to remove it or to restrict its use. Every cable television company shall provide notice to subscribers of the provisions of this section in accordance with Section 10(j) of this Exhibit A.

13. “NEGATIVE OPTION” PROMOTIONAL PRACTICES

(a) No cable television company may bill any subscriber for any service not affirmatively requested by the subscriber.

(b) For purposes of this section, a subscriber’s affirmative request need not be in writing, but any cable television company relying on an oral affirmative request shall keep accurate records of the date on which, and the employee to whom, the request was made.

(c) For purposes of this section, a subscriber shall be deemed to have affirmatively requested a service if (1) the subscriber voluntarily makes payment for such service after an initial free trial period, and (2) there was included, in the notice or advertising material describing the service, a statement clearly advising the subscriber that he has incurred no obligation to pay for such service and that he need not take any action to avoid incurring any such obligation.

14. PRIVACY

(a) Notice To Subscriber Regarding Personally Identifiable Information; Definitions

(1) At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, a cable operator shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of—

the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information:

(A) the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;

(B) the period during which such information will be maintained by the cable operator;

(C) the times and place at which the subscriber may have access to such information in accordance with subsection (d) of this section; and

(D) the limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of this section to enforce such limitations.

In the case of subscribers who have entered into such an agreement before the effective date of this section, such notice shall be provided within 180 days of such date and at least once a year thereafter.

(2) For purposes of this section, other than subsection (h) of this section—

(A) the term “personally identifiable information” does not include any record of aggregate data which does not identify particular persons;

(B) the term “other service” includes any wire or radio communications service provided using any of the facilities of a cable operator that are used in the provision of cable service; and

(C) the term “cable operator” includes, in addition to persons within the definition of cable operator in [section 522 of this title](#), any person who (i) is owned or controlled by, or under common ownership or control with, a cable operator, and (ii) provides any wire or radio communications service.

(b) Collection Of Personally Identifiable Information Using Cable System

(1) Except as provided in paragraph (2), a cable operator shall not use the cable system to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

(2) A cable operator may use the cable system to collect such information in order to—

A. obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or

B. detect unauthorized reception of cable communications.

(c) Disclosure of Personally Identifiable Information

(1) Except as provided in paragraph (2), a cable operator shall not disclose personally identifiable information concerning any subscriber without the prior written or

electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.

(2) A cable operator may disclose such information if the disclosure is—

(A) necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;

(B) subject to subsection (h) of this section, made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed;

(C) a disclosure of the names and addresses of subscribers to any cable service or other service, if—

(i) the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and

(ii) the disclosure does not reveal, directly or indirectly, the—

i. extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or

ii. the nature of any transaction made by the subscriber over the cable system of the cable operator; or

(D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

(d) Subscriber Access To Information

A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

(e) Destruction Of Information

A cable operator shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (d) of this section or pursuant to a court order.

(f) Civil Action In United States District Court; Damages; Attorney's Fees And Costs; Nonexclusive Nature Of Remedy

(1) Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.

(2) The court may award—

(A) actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;

(B) punitive damages; and

(C) reasonable attorneys' fees and other litigation costs reasonably incurred.

(3) The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber.

(g) Regulation By States Or Franchising Authorities

Nothing in this subchapter shall be construed to prohibit any State or any franchising authority from enacting or enforcing laws consistent with this section for the protection of subscriber privacy.

(h) Disclosure Of Information To Governmental Entity Pursuant To Court Order

Except as provided in subsection (c)(2)(D) of this section, a governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order—

(1) such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case; and

(2) the subject of the information is afforded the opportunity to appear and contest such entity's claim.

EXHIBIT B
COMMUNITY FACILITIES TO RECEIVE FREE CABLE SERVICE

Town Hall, Town of Hanover
68 Hanover Street
Silver Creek, NY 14136

Town of Hanover Highway Building
11966 Hanover Road
Silver Creek, NY 14136

Hanover Center Volunteer Fire Company
11919 Hanover Road
Silver Creek, NY 14136

Irving Fire Department
Erie Street
Irving, NY 14081

Silver Creek Central School
1 Dickinson Street
Silver Creek, NY 14136

DEC 3 2015

AFFIDAVIT OF PUBLICATION

PUBLIC NOTICE
Public Hearing
Regarding Cable
Franchise Renewal
for the
Town of Hanover
Notice is hereby given

that the Town of Hanover will hold a public hearing regarding cable franchise renewal. The public hearing will take place on December 14, 2015 at 7:35 p.m. at the Town Hall, 68 Hanover St, Silver Creek, NY 14136. Citizens are invited to testify. The purpose of the public hearing is to review the past performance of the cable operator, time Warner, and to identify the future cable-related community needs of the Town. Questions may be filed with Janine Salzman, Town Clerk, at the address above or at (716) 934-2273.
O-159956 Nov. 26, 2015 -Adv.

State of New York
County of Chautauqua
City of Dunkirk,

Sheila McWillson , being duly sworn, deposes and says that she is the Principal Clerk, for Ogden Newspapers of New York Inc. the publisher of The OBSERVER, a daily newspaper published in the City of Dunkirk, Chautauqua County, State of New York, and that a notice of which the annexed is a printed copy, was inserted and published in said newspaper on the following dates

Nov 26, 2015

Signed: Sheila McWillson
Sheila McWillson

Signed before me this 27th day of November 2015

Rosalee J. Owen
Notary Public

ROSALEE J. OWEN
Notary Public, State of New York
Qualified in Chautauqua County.
My Commission Expires Nov 30, 2017

AFFIDAVIT OF PUBLICATION

State of New York

County of Chautauqua

City of Dunkirk

Sheila McWillson , being duly sworn, deposes and says that she is the Principal Clerk, for Ogden Newspapers of New York Inc. the publisher of The OBSERVER, a daily newspaper published in the City of Dunkirk, Chautauqua County, State of New York, and that a notice of which the annexed is a printed copy, was inserted and published in said newspaper on the following dates

March 6, 13, 2017

Signed: Sheila McWillson
Sheila McWillson

Signed before me this 13th day of March 2017

Barbara J. Russo
Notary Public

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

**LEGAL NOTICE
FOR APPLICATION OF
FRANCHISE RENEWAL
PLEASE TAKE NOTICE**
that Time Warner Cable
Northeast LLC, locally
known as Charter Com-
munications has filed an
application for renewal of
its Cable Television Fran-
chise in the Town of Han-

over, Chautauqua County,
New York.
The application and all
comments filed relative
thereto are available for
public inspection at the
Town of Hanover office
during normal business
hours. Interested persons
may file comments on the
application with the Town
of Hanover Clerk, 68 Han-
over Street, Silver Creek,
NY 14136 and with the
New York State Public
Service Commission
within 10 days of publica-
tion.
O-161759 March 6, 13, 2017
-Adv



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:	catherine.andalora@charter.com

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: 04/06/17
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