

October 10, 2023

The Honorable Michelle L. Phillips, Secretary
New York State Department of Public Service
Three Empire State Plaza
Albany, NY 12223-1350

RE: Franchise Renewal – Spectrum Northeast, LLC, locally known as Charter Communications, and the City of Geneva

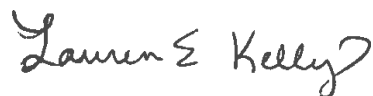
Dear Secretary Phillips:

Spectrum Northeast, LLC, is filing the following documents for a Franchise Renewal and Certificate of Confirmation in the City of Geneva:

- R-2 Application for Franchise Renewal, channel lineup and rates
- Municipal Resolution granting Franchise Renewal
- Fully executed copy of Franchise Renewal Agreement
- Published Legal Notices

If you have any questions about this change, please feel free to contact me at 585-340-8188 or via email at Lauren.Kelly@charter.com.

Sincerely,



Lauren E. Kelly
Director, Government Affairs
Charter Communications

STATE OF NEW YORK
DEPARTMENT OF PUBLIC SERVICE

In the matter of an application by **SPECTRUM NORTHEAST, LLC**, an indirect subsidiary of Charter Communications, Inc., locally known as **Charter Communications**, for renewal of its Certificate of Confirmation and Cable Television Franchise in the **CITY OF GENEVA**, County of Ontario, New York

1. The exact legal name of the applicant is **Spectrum Northeast LLC**.
2. The applicant does business under the name Charter Communications, Inc.
3. Applicant's address and telephone number:

Charter Communications
100 Town Centre Drive
Rochester, NY 14623
585-340-8188

4. The applicant serves the following municipalities from the same headend or from a different headend
In the same or adjacent counties:

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

5. The number of subscribers in each of the municipalities noted above is:

Municipality	Subscribers	Municipality	Subscribers
Arcadia, Town		Ontario, Town	
Bloomfield, Village		Palmyra, Town	
Butler, Town		Palmyra, Village	
Canandaigua, City		Phelps, Town	
Canandaigua, Town		Phelps, Village	
Clifton Springs, Village		Red Creek, Village	
Clyde, Village		Rose, Town	
East Bloomfield, Town		Savannah, Town	
Farmington, Town		Seneca, Town	
Galen, Town		Shortsville, Village	
Geneva, City		Sodus Point, Village	
Geneva, Town		Sodus, Town	
Hopewell, Town		Sodus, Village	
Huron, Town		South Bristol, Town	
Junius, Town		Victor, Town	
Lyons, Town		Victor, Village	
Macedon, Town		Walworth, Town	
Manchester, Town		Williamson, Town	
Manchester, Village		Wolcott, Town	
Marion, Town		Wolcott, Village	
Newark, Village			

6. The following signals are regularly carried by the Finger Lakes region: **(refer to attached channel lineup/rates).**
7. The applicant does provide channel capacity for local origination.
8. The current monthly rates for service in the City of Geneva are **(refer to attached channel lineup/rates).**
9. During the past 12 months, the applicant has placed the following miles of new cable television plant in the City of Geneva and in the municipalities specified in #4 above:

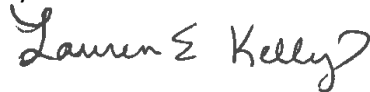
Municipality	Subscribers	Municipality	Subscribers
Arcadia, Town		Ontario, Town	
Bloomfield, Village		Palmyra, Town	
Butler, Town		Palmyra, Village	
Canandaigua, City		Phelps, Town	
Canandaigua, Town		Phelps, Village	

Clifton Springs, Village		Red Creek, Village	
Clyde, Village		Rose, Town	
East Bloomfield, Town		Savannah, Town	
Farmington, Town		Seneca, Town	
Galen, Town		Shortsville, Village	
Geneva, City		Sodus Point, Village	
Geneva, Town		Sodus, Town	
Hopewell, Town		Sodus, Village	
Huron, Town		South Bristol, Town	
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Lyons, Town		Victor, Village	
Macedon, Town		Walworth, Town	
Manchester, Town		Williamson, Town	
Manchester, Village		Wolcott, Town	
Marion, Town		Wolcott, Village	
Newark, Village			

10. The applicant has previously submitted to the New York State Department of Public Service its current Statement of Assessment pursuant to Section 817 of the Executive Law.
11. The applicant has previously filed with the New York State Department of Public Service its current Annual Financial Report
12. State and describe below any significant achievement and/or improvements that took place with respect to system operation during the past twelve months.
13. No event or change has occurred during the past twelve months, which has had or could have a significant impact upon applicant's ability to provide cable television services.

The applicant, Charter Communications, requests that the New York State Department of Public Service grant this application and approve renewal of the City of Geneva Certificate of Confirmation and Franchise Renewal Agreement.

By:



Lauren E. Kelly
Director, Government Affairs
Charter Communications

Date: October 10, 2023



TV PACKAGES

SPECTRUM TV BASIC

(Includes Digital Music channels and the following services)	
1	Spectrum News - Rochester *
3	WSTM - NBC
4	WCNY - PBS
8	WROC - CBS
9	WSYR - ABC
10	WHEC - NBC
11	WXXI - PBS
12	WUHF - FOX
13	WHAM - ABC
16	WHAM - The CW
18	WBGTV - MyTV
44	C-SPAN
73	C-SPAN2
74	C-SPAN3
83	NY State Legislature
159	QVC
176	HSN
188	Jewelry TV
194	SHOPHQ
215	Spectrum News - NY1 *
1212	WHAM - The CW
1240	WHAM - Charge!
1245	WHEC - MeTV
1246	WHEC - First Alert Weather
1255	WROC - Bounce TV
1275	WXXI - World
1276	WXXI - Create
1277	WXXI - PBS Kids
1301-1302	Local Access
1304	Finger Lakes Television
1389-1390	Community Programming
2200	Spectrum News 1 (CA) - West LA (IP Only)
2201	Bay News 9 (IP Only)
2202	News Channel 13 (IP Only)
2203	OC 16 TV Hawaii (IP Only)
2204	Spectrum Sports (IP Only)
2205	Spectrum News 1 (KY) - Bowling Green (IP Only)
2206	Spectrum News 1 (KY) - Lexington (IP Only)
2207	Spectrum News 1 (KY) - Louisville (IP Only)
2208	Spectrum News 1 (KY) - Covington North (IP Only)
2209	Spectrum News 1 (MA) - Pittsfield (IP Only)
2210	Spectrum News 1 (MA) - Springfield (IP Only)
2211	Spectrum News 1 (MA) - Worcester (IP Only)
2212	Spectrum News 1 (Carolinas) - Raleigh (IP Only)
2213	Spectrum News 1 (Carolinas) - Charlotte (IP Only)
2214	Spectrum News 1 (Carolinas) - Coastal (IP Only)
2215	Spectrum News 1 (Carolinas) - Mountain (IP Only)
2216	Spectrum News 1 (Carolinas) - Greensboro (IP Only)
2217	New York 1 News (IP Only)
2218	New York 1 News Noticias (IP Only)
2219	Spectrum News 1 - Buffalo (IP Only)
2220	Spectrum News 1 - Albany Capital Region (IP Only)
2221	Spectrum News 1 - Central New York (IP Only)
2222	Spectrum News 1 - Hudson Valley (IP Only)
2223	Spectrum News 1 - Rochester (IP Only)
2224	Spectrum News 1 (OH) - Cincinnati (IP Only)
2225	Spectrum News 1 (OH) - Cleveland/Akron (IP Only)
2226	Spectrum News 1 (OH) - Columbus (IP Only)
2227	Spectrum News 1 (OH) - Dayton (IP Only)
2228	Spectrum News 1 (OH) - Toledo/Lima (IP Only)
2229	SPECTRUM NEWS AUSTIN (IP Only)
2230	Spectrum News 1 (TX) - Dallas/Ft. Worth (IP Only)
2231	Spectrum News 1 (TX) - San Antonio (IP Only)
2232	Spectrum News 1 (TX) - El Paso (IP Only)
2233	Spectrum News 1 (WI) - Green Bay/Appleton (IP Only)
2234	Spectrum News 1 (WI) ? Madison (IP Only)
2235	Spectrum News 1 (WI) ? Milwaukee (IP Only)
1901-1950	Music Choice

SPECTRUM TV SELECT

(Includes Spectrum TV Basic and the following services)	
19	ION Television
20	CNN *
21	TNT *
22	Discovery Channel *
23	The Weather Channel *
24	ESPN *
25	ESPN2 *
26	NewsNation
27	Paramount Network *
28	MTV *
29	VH1 *
30	Nickelodeon *
31	Freeform *
32	USA Network *
33	HLN *
34	AMC *
35	Lifetime *
36	CMT
37	A&E *
38	Comedy Central *
39	E! *
40	Hallmark Channel *
41	BET *
43	EWTN
45	Food Network *
46	SportsNet New York
47	YES Network
48	msnbc *
49	CNBC *
50	TBN
51	MSG
52	TLC *
53	MSG Plus
54	Bravo *
56	Animal Planet *
57	FOX News Channel *
58	Cartoon Network *
59	SYFY *
62	HGTV *
63	HISTORY *
64	TV Land *
65	TBS *
67	FX *
68	Disney Channel *
70	National Geographic *
71	Galavisión *
72	WE tv
75	Oxygen *
76	truTV *
77	BBC America *
78	Travel Channel *
79	Bloomberg Television
80	FOX Business Network *
81	Daystar
82	FOX Sports 1 *
84	FX Movie Channel *
85	Hallmark Mov. & Myst. *
86	INSP
87	Investigation Discovery *
88	SEC Network
89	SonLife
90	MotorTrend
95	FXX *
139	Earth X
147	ChimeTV
153	Circle
156	Story TV
161	Magnolia Network
175	Pop *
178	Stellar TV
183	The Africa Channel
184	TV One *
185	ASPIRE TV *
189	Cleo *
195	QVC3
198	AccuWeather
217	FOX Weather
232	theGrio
291	REVOLT *
371	Yes Network Overflow
385	SEC Extra
388	ACC Network
462	The Word Network
474	The Impact Network *
476	Shop Zeal 6
477	FETV
478	Shop Zeal 8
481	QVC2
482	Shop Zeal 1
484	HSN2
485	Shop Zeal 3
486	Shop Zeal 4
488	Shop Zeal 5
489	LOVE
490	GEM Shopping Network
492	Liquidation Channel
496	VICTORY Channel
625	SundanceTV
627	IFC

SPECTRUM TV CHOICE

(Includes Spectrum TV Basic and pick 15 channels from services listed with an * symbol after them)

ENTERTAINMENT

ENTERTAINMENT VIEW

(Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino or Spectrum Choice Packages)

17 ESPNEWS

60	TCM *
61	Cooking Channel
66	LMN *
69	Golf Channel *
92	Disney XD *
93	Disney Junior *
94	Nick Jr.
96	NFL Network *
97	AXS TV
98	BBC World News *
119	MTV2
120	MTV Classic
124	UP
127	Hallmark Drama
128	Reelz
130	Nat Geo Wild
131	Smithsonian Channel *
133	VICE
134	fyi,
135	Destination America
136	Science Channel
137	Crime & Investigation
140	American Heroes Ch.
141	Military History
151	Heroes & Icons
169	Fuse
173	OWN *
174	Lifetime Real Women
177	GSN
179	LOGO
180	Discovery Life Channel
182	BET HER
187	Ovation
190	Cars.TV
191	Justice Central
192	Pets.TV
193	Recipe.TV
208	CNBC World
210	i24
221	Cheddar News
222	Newsmax TV
253	Boomerang
255	Universal Kids
256	Baby First TV
262	Nicktoons
263	TeenNick
266	Discovery Family
286	MTV Live
287	BET Jams
288	Nick Music
290	BET Soul
292	FM
295	GAC Family
297	RFD-TV
306	MLB Network
308	NBA TV
315	CBS Sports Network
370	ESPNU
401	FOX Sports 2 *
406	Tennis Channel
440	ESPN Deportes *
442	FOX Deportes *
444	TUDN *
465	BYUtv
468	The Cowboy Channel
469	Jewish Life TV
620	MoviePlex
621	IndiePlex
622	RetroPlex
623	FLIX - E
640	HDNet Movies
898	NBC Universo

SPORTS PACKAGES

SPORTS VIEW

(Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino or Spectrum Choice Packages)

17 ESPNEWS

69 Golf Channel *

96 NFL Network *

306 MLB Network

307 MLB Strike Zone

308 NBA TV

311 NFL RedZone

312 NHL Network

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

392-399 ESPN College Extra

401 FOX Sports 2 *

402 MAVTV

406 Tennis Channel

408 Outdoor Channel

413 FanDuel TV

417 BeIN SPORTS *

443 BeIN SPORTS Español *

468 The Cowboy Channel

1554 Willow TV

OTHER SERVICES

419	FOX Soccer Plus
651	HD Pay-Per-View
660	iN DEMAND 1
661	iN DEMAND 2
700-708	MLB Extra Innings
709-722	NHL Center Ice/MLB Extra Innings
725-733	NBA League Pass
734-743	NBA League Pass/MLS Direct Kick
759-772	NHL Center Ice/MLB Extra Innings

779-783	NBA League Pass/MLS Direct Kick
1018	ALLBLK On Demand
1485	Acorn TV On Demand
1486	AMC Premiere On Demand
1488	Shudder On Demand
1489	Sundance On Demand
2010	Spectrum Originals On Demand
2102	HDPPV2

PREMIUM CHANNELS	
CINEMAX	
531	Cinemax - E
532	MoreMAX - E
533	ActionMAX - E
534	ThrillerMAX - E
535	OuterMAX - W
536	Cinemáx - E
537	5 StarMAX - E
538	MovieMAX - E
539	Cinemax - W
HBO	
511	HBO - E
512	HBO 2 - E
513	HBO Signature - E
514	HBO Family - E
515	HBO Comedy - E
516	HBO Zone - E
517	HBO Latino - E
518	HBO - W
MGM+	
595	MGM+
596	MGM+ - West
597	MGM+ 2 - W
598	MGM+ HITS
599	MGM+ Drive-In
SHOWTIME	
551	Showtime - E
552	SHO 2 - E
553	Showtime Showcase-E
554	SHO Extreme - E
555	SHO BET
556	SHO Next - E
557	SHO Women - E
558	Showtime Family Zone - E
559	Showtime - W
STARZ & STARZ ENCORE	
581	Starz - E
582	Starz Edge - E
583	Starz in Black - E
584	Starz Kids & Family - E
585	Starz Cinema - E
586	Starz Comedy - E
602	StarzEncore - E
603	StarzEncore Action-E
604	StarzEncore Black-E
605	StarzEncore Classic-E
606	StarzEncore Suspense - E
607	StarzEncore Westerns - E
608	StarzEncore Family - E
609	StarzEncore - W
TMC	
571	TMC - E
572	TMC XTRA - E
MULTI CULTURAL PACKAGES	
LATINO VIEW	
42	Univisión *
71	Galavisión *
416	GOL TV
417	BeIN SPORTS *
440	ESPN Deportes *

442	FOX Deportes *
443	BeIN SPORTS Español *
444	TUDN *
803	Telemundo *
804	UnMás *
811	Estrella TV *
834	CNN en Español *
841	Mexico 22
842	Estudio 5
843	Multimedios Televisión
844	Canal Once
845	TeleFórmula
847	FOROtv
849	Ultra Docu
850	Canal Sur
853	SUR Perú
855	TV Chile
856	Caracol
857	RCN Nuestra Tele
860	CentroamericaTV
861	Tele El Salvador
865	Ecuavisa Internacional
867	TVV
870	Super Canal
871	Telemicro
872	Television Dominicana
874	WAPA América *
875	Cubaplay
877	Antena 3 Internacional
878	TVE Internacional
882	Vme
895	Univisión tlnovelas
896	Pasiones
898	NBC Universo
910	Bandamax
911	Telehit Urbano
912	TeleHit
913	Video Rola
914	Tarima
915	Ultra Fiesta
916	Inglés Para Todas
917	Kids Street
918	Ultra Familia
919	Ultra Kidz
921	Cartoon Network (SAP)
922	Semillitas TV
923	iSorpresa! TV
924	Discovery Familia
926	Atres Series
928	BabyFirstTV (SAP)
929	BabyTV (SAP)
930	Discovery en Español *
931	Nat Geo Mundo
932	HISTORY en Español
933	HITN
934	¡HOLA! TV
935	Mexicanal
936	Aplauso TV
937	Ultra Macho
940	Hogar de HGTV
945	EWTN en Español
946	TBN Enlace USA
947	ESNE
962	AyM Sports
971	Cinelatino
972	Cine Mexicano
973	Cine Sony
979	De Película Clásico
980	De Película
982	ViendoMovies
983	Ultra Mex
984	Ultra Cine
985	Ultra Clásico

MI PLAN LATINO	
(Includes Spectrum TV Basic, Latino View and the following services)	
21	TNT *
22	Discovery Channel *
23	The Weather Channel *
27	Paramount Network *
28	MTV *
29	VH1 *
30	Nickelodeon *
31	Freeform *
32	USA Network *
34	AMC *
37	A&E *
38	Comedy Central *
39	E! *
40	Hallmark Channel *
41	BET *
45	Food Network *
52	TLC *
54	Bravo *
56	Animal Planet *
58	Cartoon Network *
59	SYFY *
62	HGTV *
63	HISTORY *
64	TV Land *
65	TBS *
67	FX *
68	Disney Channel *
70	National Geographic *
75	Oxygen *
85	Hallmark Mov. & Myst. *
87	Investigation Discovery *
93	Disney Junior *
94	Nick Jr.
95	FXX *
253	Boomerang

RESIDENTIAL SERVICES AND RATES

TV PACKAGES (PER MONTH)	
Spectrum TV Basic	\$9.99
Spectrum TV Select	\$84.99
Spectrum TV Choice	\$44.99
Mi Plan Latino	\$54.99

A LA CARTE (PER MONTH)	
^ Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino and Spectrum TV Choice Packages	
Entertainment View	\$12.00
Sports View	\$6.00

PREMIUM CHANNELS (PER MONTH)	
^ Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino and Spectrum TV Choice Packages	
MGM+	\$6.00
HBO	\$15.00
Showtime	\$10.00
Cinemax	\$10.00
TMC	\$5.00
STARZ & STARZ Encore	\$9.00

MULTICULTURAL CHANNELS (PER MONTH)	
^ Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino and Spectrum TV Choice Packages	
Latino View	\$12.00

OTHER SERVICES (PER MONTH)	
^ Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino and Spectrum TV Choice Packages	
Acorn TV	\$6.99
ALLBLK	\$5.99
AMC Premiere	\$4.99
Fox Soccer Plus	\$10.00
Gaiam TV	\$6.99
Shudder	\$5.99
Sundance Now	\$6.99
INSTALLATION/SERVICE CALL FEES	
Primary Installation/Reconnect (when truck roll required)^	
Reconnection Fee	\$4.99
Self-Installation	\$24.99

MISCELLANEOUS CHARGES (PER MONTH)	
Broadcast TV Service Charge ^B	\$22.20
MISCELLANEOUS CHARGES (PER ACTIVITY)	
Insufficient Funds Fee	\$25.00
Late Fee (45 Days Past Due)	\$8.95
Phone Payment Processing (Charter Assisted)	\$5.00
SPECTRUM EQUIPMENT RENTAL & OTHER SERVICES (PER MONTH)	
Spectrum Receiver and Remote (per outlet) ^C	
Secure Connection (per receiver or CableCARD) ^D	\$1.00
CableCARD ^E	\$6.00
DVR Service (1 DVR receiver) ^F	\$12.99
DVR Service Package (2 to 4 DVR receivers)	\$19.99
Cloud DVR Plus ^G	\$9.99
UNRETURNED EQUIPMENT FEES (PER UNIT)	
Spectrum Receiver	\$97.00

DISCLAIMERS:

- A Applies to each instance of primary or custom installations, reconnects, or additional service calls.
- B The Broadcast TV Service Charge reflects charges assessed to Charter by broadcast TV stations. It applies to all packages with Basic Service.
- C Customers who subscribe to Spectrum Basic-only services are not required to lease a Spectrum Receiver.
- D The Secure Connection Fee covers those measures Spectrum employs to manage and secure the connection between Spectrum's system and the Spectrum receiver and other devices Subscriber uses to access Spectrum's services.
- E Access to certain digital channels in systems with switched digital technology require a Receiver, as HDTV's equipped with CableCARDS cannot access certain digital channels requiring two-way communication.
- F Customers who subscribe to DVR Service are required to lease a Spectrum Receiver.
- G Customers who subscribe to Cloud DVR Plus are not required to lease a Spectrum Receiver.

ADDITIONAL CUSTOMER INFORMATION: Restrictions apply. Services and features vary based on service level. Channel availability depends on level of service and equipment. Certain programming may be unavailable due to programmer restrictions or blackouts. Pricing and programming subject to change. Taxes and fees extra. Services subject to all applicable service terms & conditions, subject to change.

©2023 Charter Communications

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

CITY COUNCIL RESOLUTION # 25 - 2023

**IN THE MATTER OF THE RENEWAL OF THE CABLE TELEVISION FRANCHISE
HELD BY SPECTRUM NORTHEAST, LLC, IN THE
CITY OF GENEVA, COUNTY OF ONTARIO, STATE OF NEW YORK**

WHEREAS, an application has been duly made to the **City of Geneva**, (the "City") by **Spectrum Northeast, LLC**, an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, for the approval of an agreement renewing Charter's cable television franchise in the City for a period of fifteen (15) years commencing with the date of approval by the Public Service Commission, and

WHEREAS, the franchise renewal agreement would bring Charter's cable television franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings, and

WHEREAS, a public hearing was held in the City of Geneva, New York on August 2, 2023 at 7:00 P.M. and notice of the hearing was published in the Finger Lakes Times on July 28, 2023 and

WHEREAS, the Geneva City Council finds that:

1. Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

NOW THEREFORE IT IS HEREBY RESOLVED THAT the Geneva City Council approves the renewal of the cable television franchise previously granted to Spectrum Northeast, LLC for a period of fifteen (15) years commencing with the date of approval of said franchise by the New York State Public Service Commission and expiring fifteen (15) years hence and it is

FURTHER RESOLVED that the Geneva City Manager is hereby authorized to execute the agreement renewing Charter's cable television franchise in good form, a copy of which is attached to this resolution.

The foregoing resolution was adopted on August 2, 2023 by a vote of the City Council as follows

STEVE VALENTINO	AYE __X__	NAY _____	
JAN REGAN	AYE __X__	NAY _____	
KYLE BRIM	AYE __X__	NAY _____	
TOM BURRALL	AYE __X__	NAY _____	
R. KEN CAMERA	AYE __X__	NAY _____	
WILLIAM J. PEALER	AYE __X__	NAY _____	
LAURA SALAMENDRA	AYE __X__	NAY _____	
FRANK L/ GAGLIANESE, III	AYE __X__	NAY _____	
ANTHONY NOONE	AYE _____	NAY _____	ABSENT

Dated: August 3, 2023

Nicole Wright

Nicole Wright
Geneva City Clerk

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Geneva, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee.”

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

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

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

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

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

SECTION 1 **Definition of Terms**

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

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

- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 herein.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of New York.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

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

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

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

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

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

SECTION 3

Franchise Renewal

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

SECTION 4

Indemnification and Insurance

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

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

4.2 Insurance.

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

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

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

SECTION 5 **Service Obligations**

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

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

SECTION 6

Service Availability

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

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

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

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

SECTION 7

Construction and Technical Standards

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

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

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

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

SECTION 8

Conditions on Street Occupancy

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

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

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

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

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

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

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

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

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

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

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

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

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

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

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

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

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

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

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

SECTION 11

Transfer of Franchise

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

SECTION 12

Records

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

SECTION 13

Public Education and Government (PEG) Access

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

SECTION 14

Enforcement or Revocation

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

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

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

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

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from

such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

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

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

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

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

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

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

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

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Amie Hendrix
Manager, City of Geneva
47 Castle Street
Geneva, NY 14456

Email: ahendrix@geneva.ny.us

Grantee: Lauren Kelly
Director, Government Affairs
100 Town Centre Dr.
Rochester, NY 14623
Email: lauren.kelly@charter.com
Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

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

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

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

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Exemption From Chapter 227. Grantor and Grantee acknowledge and agree that Grantee is exempt from the requirements of Chapter 227 of the City of Geneva Municipal Code and that the terms of this Franchise shall be solely as set forth herein.

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

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

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

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

Considered and approved this 14 day of August, 20 23.

City of Geneva

Signature: 

Name/Title: Amie Hendrix City Manager

Accepted this 5th day of September, 20 23, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: 

Name/Title: Paul Abbott, VP, Local Govt Affairs & Franchising

AFFP

LEGAL 430/ spectrum franchise

Affidavit of Publication

STATE OF STATE OF NEW SS
YORK }
COUNTY OF ONTARIO }

Jennifer Zello, being duly sworn, says:

That she is Legal Clerk of the Finger Lakes Times, a daily newspaper of general circulation, printed and published in Geneva, Ontario County, State of New York; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

July 28, 2023

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

For the approval of a Cable Television Agreement between Spectrum Northeast, LLC and the City of Geneva.

PLEASE TAKE NOTICE that the Geneva City Council will hold a Public Hearing on August 2, 2023 at 7:00 p.m. at the Public Safety Building, 255 Exchange Street, Geneva, New York regarding an agreement granting renewal of a cable television franchise by and between the City of Geneva and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the

City Clerk's office, 47 Castle Street, Geneva, New York.

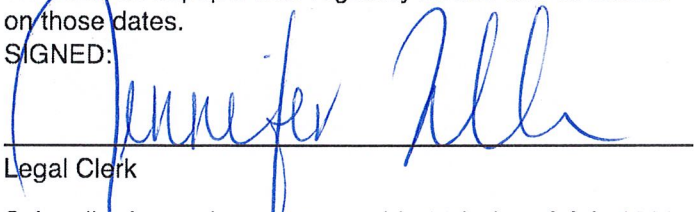
At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

By Order of the Geneva City Council

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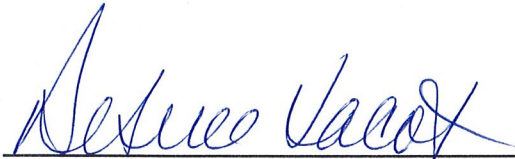
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Legal Clerk

Subscribed to and sworn to me this 28th day of July 2023.



Desiree Jacot, Notary Public, Ontario County, State of New York

Desiree Jacot, Notary Public, Ontario County, State of New York

My commission expires: April 16, 2025

Notary number: 01S16280141

00013677 00579758

Lori Guinan
City of Geneva
47 Castle Street
GENEVA, NY 14456



AFFP

LEGAL 697/ Spectrum Northeast

Affidavit of Publication

STATE OF STATE OF NEW SS
YORK }
COUNTY OF ONTARIO }

Jennifer Zello, being duly sworn, says:

That she is Legal Clerk of the Finger Lakes Times, a daily newspaper of general circulation, printed and published in Geneva, Ontario County, State of New York; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 16, 2023

LEGAL NOTICE

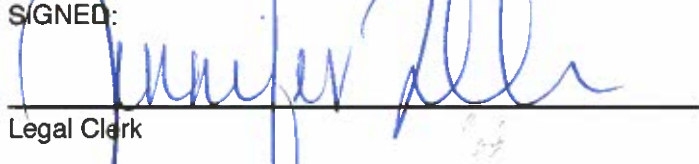
LEGAL NOTICE FOR APPLICATION OF FRANCHISE RENEWAL

PLEASE TAKE NOTICE that Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, has filed an application for renewal of its Cable Television Franchise in the City of Geneva, Ontario County, New York.

The application and all comments filed relative thereto are available for public inspection at the City of Geneva office during normal business hours. Interested persons may file comments on the application with the City of Geneva clerk and with the New York State Public Service Commission within 10 days of publication. Comments may be addressed to Hon. Michelle L. Phillips, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.
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That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Legal Clerk

Subscribed to and sworn to me this 16th day of September 2023.



Desiree Jacot, Notary Public, Ontario County, State of New York

Desiree Jacot, Notary Public, Ontario County, State of New York

My commission expires: April 16, 2025

Notary number: 01S16280141

00057904 00587809

Catherin Andalora
Time Warner Cable - Niagara Falls
2604 Seneca Avenue
Niagara Falls, NY 14305

