

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Town/Village

AND

Time Warner Cable Northeast LLC
l/k/a Charter Communications

FRANCHISE RENEWAL AGREEMENT

AGREEMENT made and entered as of this _____ day of _____, 2017, between _____, _____ between the Town/Village of _____ (“Municipality” or “Grantor”) and Time Warner Cable Northeast LLC, an indirect subsidiary of Charter Communications, Inc. (“Company”).

WHEREAS, the Company has applied to the Municipality for a renewal of its franchise granting it the right to construct and operate a cable television system within the geographical boundaries of the Municipality; and

WHEREAS, the Company is providing such service to the Municipality pursuant to a franchise dated March 10, 2006; and

WHEREAS on _____, _____, the Municipality held a full public hearing according due process to consider the renewal of the cable television franchise to the Company under the franchising procedures of the New York State Public Service Commission (“PSC”); and

WHEREAS, the technical and financial ability and character of the Company were considered and approved at such hearing;

WHEREAS, this proposed Franchise Agreement complies with the standards of the PSC; and

WHEREAS, by resolution of the Municipality dated _____, 2017, the Municipality granted a non-exclusive cable television franchise to the Company and authorized the Supervisor/Mayor to execute such agreement with the Company upon the terms hereafter set forth;

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

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This franchise shall become known and may be cited as the “Municipality Cable Television Franchise.”

SECTION 2. DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given 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 vice versa. The word “shall” is always mandatory and not merely directory.

2.1 “Agreement” shall mean this contract and its provisions.

2.2 “Municipality” shall mean the Town/Village of _____ organized and existing under the laws of the State of New York; or “Grantor.”

2.3 “Cable Service” and “Basic Cable Service” shall be defined as set forth in the Cable Act.

2.4 “Cable Television System” or “Cable System” shall mean 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 a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of common carrier which is subject, in whole or in part, to the provisions of the Title II of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with Section 653 of the Communications Act; or (e) any facilities of any electric utility used solely for operating its electric utility systems.

2.5 “Gross Revenues” shall mean all revenues, as determined in accordance with generally accepted accounting principles, received by the Company and, to the extent acting as a cable operator, its affiliates, subsidiaries, and parents, directly or indirectly, which are derived from the operation of the Cable Television System to provide Cable Service within the Municipality, including, but not limited to any and all sums received from Subscribers in payment of installation charges and for video programming received (whether as a part of Basic Service, pay Cable Service or otherwise) and/or transmitted, advertising revenue, and any other monies on which cable franchise fees can be imposed consistent with federal and state laws and regulations including the system of accounts approved by the PSC, but not including (1) any taxes on services furnished by the Company imposed directly on any Subscriber or user by any governmental unit and collected by the Company for such governmental unit; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable state law; and (5) any PEG support (as defined in Section 10 hereof) recovered from

Subscribers. “Gross Revenues” shall include monies received by the Company that are attributable to franchise fees to the extent consistent with applicable law.

2.6 “Franchise” shall mean and include any authorization granted hereunder in terms of franchise, right, privilege and non-exclusive authority to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways, public places not laid out or dedicated, and all extensions thereof, and additions thereto in the Municipality, a system of poles, wires, cables, underground conduit, manholes and other conductors and fixtures necessary to maintain and operate a Cable Television System in the Municipality.

2.7 “FCC” shall mean the Federal Communications Commission.

2.8 “Person” shall mean any person, firm, partnership, association, corporation or other organization of any kind.

2.9 “PSC” shall mean New York State Public Service Commission.

2.10 “Standard Installation” shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Company’s existing distribution system.

2.11 “Subscriber” shall mean any Person who is billed for and authorized to receive Cable Service from the Company.

SECTION 3. GRANT OF NON-EXCLUSIVE CABLE TELEVISION FRANCHISE

3.1 There is hereby granted by the Municipality to the Company the non-exclusive franchise, right, privilege, authority, easement and license to construct, erect, suspend, install, renew, maintain and operate throughout the entire Municipality in, upon, along, across, above, over and under the streets, alleys, easements, public ways and public places as now laid out or dedicated, and all extensions thereof, and additions thereto, in the Municipality a system of poles, wires, cables, underground conduits, ducts, trenches, conductors, amplifying equipment, manhole fittings and any and all other fixtures, appliances and appurtenances necessary for the installation, maintenance and operation in the Municipality of a Cable Television System.

Without limiting the generality of the foregoing, this non-exclusive franchise shall and does hereby include the right, in, over and upon the streets, sidewalks, alleys, easements (including public utility easements) where such easements have been granted by the Municipality, public grounds and places in the Municipality for the purpose of installing, erecting, operating or in any other way acquiring the use of, as by leasing, or licensing, all poles, lines and equipment necessary to operate a Cable Television System and the right to make connections to Subscribers, the right to repair, replace and enlarge and extend said lines, equipment and connections, and to maintain and use the same for the purposes set forth in this Agreement.

3.2 The right granted for the purposes herein shall be non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a Cable System in accordance with state and federal law. The Grantor agrees that any grant of additional franchises

by the Grantor to any other entity to provide cable or video service (without regard to the technology used to deliver such services) shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the Company of any such additional franchise, than those which are set forth herein. If the Grantor grants a Cable System franchise or other right to provide cable or video service to another Person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other Person) to overall provide such greater benefits or lesser burdens. If the Grantor fails to make modifications consistent with this requirement, Grantor 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 Company 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 Company to terminate this Franchise and, at Company's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 3.2 shall be deemed a waiver of any remedies available to Company under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

3.3 This Franchise is for the corporate limits of the Municipality and for any areas henceforth added thereto during the term of this Agreement, which hereinafter shall be known as the Franchise Area.

SECTION 4. EFFECTIVE DATE AND REMOVAL

4.1 This Agreement shall take effect and be in full force from and after the issuance of a Certificate of Confirmation Order of Approval by the PSC and said Agreement shall continue in full force and effect for a period of fifteen (15) years from the date of issuance of the certificate of confirmation.

4.2 Upon expiration, and subsequent failure to renew, termination or revocation of this Agreement, the Company shall not abandon the Cable System or any portion thereof without the Municipality's written consent.

SECTION 5. COMPLIANCE WITH APPLICABLE LAW AND EXERCISE OF REASONABLE POLICE POWERS

5.1 The work done in connection with the construction, reconstruction, maintenance, service or repair of said Cable Television System shall be subject to and governed by all generally applicable laws, rules and regulations of the Municipality now in force or that may be hereafter passed and adopted for the government and regulation thereof which are not materially in conflict with the provisions of this Agreement. Further, the construction, maintenance and operation of the Company's Cable Television System shall be subject to all lawful police powers and regulations by the Municipality to the extent not materially in conflict with the provisions of this Agreement. The Municipality shall have the power at any time to order and require the Company to remove and abate any pole, tower, wire, cable, electronic conductor or other

structure or facility that is dangerous to life or property upon reasonable demonstration thereof and the giving of appropriate written notice, and in the event the Company, after written notice, fails or refuses to act, the Municipality shall have the power to remove or abate the same at the expense of the Company.

5.2 In furtherance of the conduct or the business contemplated by this Agreement:

- A. Company shall be permitted to solicit customers door-door during the hours generally permitted.
- B. Company shall be exempt from any provision of the ordinance requiring permits and/or fees to be obtained and/or paid.

5.3 The Municipality shall have the right to adopt in addition to the provision contained in this Agreement and existing generally applicable ordinances such additional generally applicable regulations as it shall find necessary from time to time in the exercise of its police power; provided, however, that such regulations are not materially in conflict with the provisions of this Agreement.

SECTION 6. CONDITIONS OF STREET OCCUPANCY

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall not be undertaken without any generally required prior permit from the Municipality.

No poles, underground conduits or other wire-holding structures shall be erected by the Company without the prior approval of the appropriate Municipality official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; however, such approval may not unreasonably be withheld. The Company shall have the right to attach its wires to existing poles owned by the Municipality or any agency of the Municipality provided that the Company is able to obtain such use on reasonable terms and conditions. No term or condition shall be reasonable if not consistent with pole attachment rates and conditions established by the FCC or the PSC.

6.2 All structures, lines and equipment erected by the Company within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoins any of the said streets, alleys or other public ways and places. Existing poles, posts and other such structures of the electric power company or any telephone company or any other public utility, which may be available to the Company on reasonable terms and conditions, shall be used to the extent practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, the Company's cable shall also be placed underground.

6.3 The Company shall have the right and authority to remove, trim, cut and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks and public places in the Municipality so as to keep same clear of poles, wires, cables, conduits and fixtures, and

except for incidental trimming done by Company's employees or agents in the course of performing their other duties, shall make good faith efforts to notify the Municipality prior to engaging in any such activity.

6.4 In the case of any disturbance of public pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense, and within 30 days, replace and restore all public paving, sidewalk, driveway or surfacing so disturbed to at least as good a condition as existed before said work was commenced. In the event that any municipal property is damaged or destroyed in the course of operations of construction by the Company, such property shall be repaired or replaced by the Company within 30 days and restored to serviceable condition. The Company will provide notice to the Municipality, as generally required, before commencing any disturbance of such surfacing.

6.5 All Company structures, lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair. The signal of all audio or video services, including public, educational and government access channels, carried on the Cable Television System shall be carried without material degradation in quality within the limits imposed by the technical state of the art, and as set forth by the FCC, any applicable technical regulations of the PSC, and as generally compared with that of all other audio or video services carried on the Cable System. The Cable Television System shall be operated so that there will be no interference with television reception, radio reception, telephone communications or other installations which are now installed and in use by the Municipality or any Person in the Municipality.

6.6 Access to Cable Service will not be denied to any group of potential residential Subscribers because of the income of the residents of the local area in which such group resides.

SECTION 7. SERVICE AREA AND LINE EXTENSION

7.1 Throughout the term hereof, the Company shall extend the Cable Television System to all areas of the Municipality that are contiguous to the portion of the Franchise Area where the Company currently provides Cable Service (the "Service Area") and contain at least twenty (20) residential dwelling units per linear strand mile of aerial cable as measured from the Company's closest technologically feasible tie-in point that is actively delivering Cable Service. No contributions in aid of construction shall be required of residents in such areas.

7.2 In any area not meeting the density requirements of Section 7.1, the Company shall extend Cable Service thereto provided the Company shall be entitled to and shall receive at its sole option from each Subscriber therein, as a condition precedent to its obligation to commence construction, a contribution-in-aid-of construction in such amount as shall be determined by application of the PSC formula provided for in Part 895.5(b)(2) of the rules and regulations on cable television or any other formula developed by the Company pursuant to 895.5(b)(5)(ii).

SECTION 8. FACILITIES AND EQUIPMENT

8.1 The Company currently provides a 750 MHz capacity 2-way hybrid fiber/coax system. The Company will also provide to its Subscribers the benefits of advances in cable television technology taking into account the technical and economic feasibility of applying such advances to the Cable System. Economic feasibility shall mean that the Company has a reasonable likelihood of generating a reasonable return on any necessary investment during the remaining term of the Franchise, taking into account any consequent early retirement of assets. Moreover, the Cable System will continue to provide throughout the term of the franchise Cable Service comparable to those provided to communities served by the Company's headend located in Albany, New York.

- A. Parental control devices capable of preventing individual channels from being viewed shall be made available to all Subscribers at cost. There will be no additional charge to the Subscriber if the device is already part of the converter or descrambler provided to other similarly situated Subscribers.
- B. All signals, transmitted by broadcast television program services, which are directly related to such program services such as stereo transmissions, closed captioning and alternative audio signals, shall be passed through the Cable Television System to Subscribers.
- C. The Company shall at all times use materials and equipment of good and durable quality and all work involved in the construction, installation, maintenance and repair of the Cable Television System throughout the term of this agreement shall be performed in a safe, thorough and reliable manner.

8.2 Subject to applicable law, the Company will provide, without charge, Standard Installation and one outlet of Basic Cable Service, including one converter box (or other equipment which permits viewing of the Basic Cable Service tier), to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 8.2 shall not be used for commercial purposes. The Municipality shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Company's Cable System.

SECTION 9. CUSTOMER SERVICE AND PROTECTION

9.1 Company shall comply with the customer service/consumer protection standards set forth in sections 890 and 896 of the Rules and Regulations of the PSC, as may be amended.

9.2 Service Provisions

- A. The Company shall maintain a sufficient number of business telephone lines and personnel to assure that telephone inquiries from Subscribers or potential customers seeking installation, repair service, or disconnection are handled promptly consistent with FCC standards. The Company shall also maintain staffing levels and support equipment sufficient to assure that telephone inquiries

are responded to by the next business day, and that mail inquiries are responded to within ten (10) business days of receipt.

- B. The Company shall provide to all Subscribers at least annually, complete written information concerning all services and rates available to such Subscribers in accordance with statute or regulation. Such sales material shall clearly and conspicuously disclose the price and other information concerning the Company's services. Such information shall be written in plain English and shall include but shall not be limited to the following: all Cable Service, tiers and rates, deposits if applicable, installation costs, additional television set charges, and service upgrade or downgrade charges. This information may be provided to Subscribers electronically.
- C. Employees of the Company shall not enter a Subscriber's home without permission of the Subscriber.
- D. Each employee of the Company entering upon private property shall be required to have on his or her person an employee identification card issued by the Company and bearing a picture of the employee. In addition the Company shall use its best efforts to clearly identify all personnel, vehicles, and other major equipment that are operating under the authority of the Company.
- E. The Company shall maintain the System to meet all technical requirements of the FCC and the PSC.
- F. Subject to applicable law, the Company shall perform such tests of the performance of the Cable System as may be required by FCC or PSC regulations and shall be responsible for the costs of such tests.

9.3 Installations

- A. The Company shall use its best efforts to offer Cable Service to all dwelling units entitled to Cable Service under the Franchise within two weeks of a request for such service for aerial installations and after the receipt of any applicable Municipality, state, federal and utility company permits and permission from any landlord or other person controlling access to such premises, if necessary.
- B. Ground condition permitting, the Company shall use its best efforts to offer Cable Service to all dwelling units entitled to Cable Service under the Franchise which are to be served by underground or buried facilities within two (2) weeks of the receipt of a request for such service and after the receipt of any applicable Municipality, state, federal and utility company permits and permission from any landlord or other person controlling access to such permits, if necessary. Notwithstanding the above, the Company shall use its best efforts to bury any temporary installations that were installed during such periods of time during which burial is impossible due to frozen ground conditions. The Company shall

use its reasonable best efforts to complete such work within thirty (30) days after ground conditions permit such burial.

9.4 Repairs

- A. Requests for repair service shall be responded to by the Company no later than the end of the next regular business day.
- B. Response to Cable Television System outages shall be acted on immediately upon notice or knowledge of such outage and service restored as soon as reasonably practicable.
- C. The Company shall offer prompt repair service, available during the A.M., P.M. and on weekends. Subscribers shall be notified of the time of service call during these periods consistent with FCC standards.
- D. In the event of a service outage in excess of four (4) consecutive hours, the Company shall grant such Subscriber a credit in accordance with the rules of the PSC.

9.5 Disconnections

The Company may bill Subscribers for any unreturned equipment until the equipment is returned. The Company shall have the right to disconnect service to a Subscriber for non-payment in accordance with the rules of the PSC.

Subscribers shall not be required to pay for replacement of damaged converter or descrambler units and associated equipment supplied by or rented from the Company, if the damage resulted from normal wear and tear.

9.6 Complaint Procedures

All Subscriber complaints or trouble calls shall be handled by the Company in compliance with PSC regulations.

9.7 Recordkeeping

The Company shall keep a record of all Cable Television System outages and all written complaints filed by Subscribers for two years, which complaint file shall be made available to representatives of the Municipality upon reasonable notice. Nothing contained herein shall require the Company to disclose personally identifiable information about a Subscriber in violation of Federal Law; however, compliance with such requirement will not excuse Company from providing information other than personally identifiable information about individual complaints.

SECTION 10. PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS CHANNELS AND SERVICE

10.1 In order to ensure universal applicability of public, education and government programming, the Company shall provide capacity for one (1) dedicated public access channel,

one (1) dedicated educational access channel, and one (1) dedicated government access channel (collectively, “PEG Channels”) consistent with the PSC regulations. The tier of service on which such PEG channel(s) may be placed shall be determined by the Company in accordance with applicable law.

10.2 The programming to be carried on each of the PEG Channels set aside by the Company will meet the guidelines for such PEG access programming set forth in applicable FCC and/or PSC Rules and regulations. The Company specifically reserves the right to make or change channel assignments in its sole discretion, provided that the Company provides the Municipality at least thirty (30) days’ notice prior to changing a PEG Channel assignment. If a change in a PEG Channel assignment causes the Municipality or its designated PEG access channel administrator (“Designee”)¹ to incur additional administrative expenses that it otherwise would not have incurred, the Municipality shall be entitled to seek reimbursement on behalf of itself or its Designee for any such documented expenditures. Within ninety (90) days of a written request pursuant to this section, the Company shall reimburse for expenditures incurred as a result of a change in PEG Channel assignment, provided that such reimbursement may not exceed \$2,500 across all SCHOPEG Municipalities.² If a PEG Channel provided under this Section is not being utilized by the Municipality, or its Designee, the Company may utilize such PEG Channel, in its sole discretion, until such time as the Municipality elects to utilize the PEG Channel for its intended purpose, in accordance with Part 895.4(c)(12) of the PSC rules and regulations on cable television.

10.3 Within thirty (30) days after the effective date hereof, the Company shall make a payment to the Municipality in the amount of \$148,500 (apportioned across the SCHOPEG Municipalities by Subscriber count) to be used solely for capital costs, including capital maintenance, by Municipality, or its Designee, for PEG access facilities, and which is treated as a capital cost under generally accepted accounting procedures.

10.4 If, by the start of the fifth year of the Franchise term, the Municipality, or its Designee, is producing and delivering to the Company’s customers in the Municipality at least fifteen (15) hours of original, locally produced PEG programming over the PEG Channels per week on average over the previous year, then the Company shall pay an additional amount of \$76,500 (apportioned across the SCHOPEG Municipalities by Subscriber count) to be used solely for capital costs, including capital maintenance, by Municipality, or its Designee, for PEG access facilities, and which is treated as a capital cost under generally accepted accounting procedures. For purposes of this section “locally produced programming” shall be PEG programming produced by and in the Municipality, or by its Designee, and shall exclude character generated or bulletin board type programming or programming repeated more than one time on any PEG Channel.

¹ As of the Effective Date of this Franchise, the Designee is SCHOPEG Access, Inc.

² As of the Effective Date of this Franchise, the SCHOPEG Municipalities are the Town of Cobleskill, Village of Cobleskill, Village of Delanson, Town of Duanesburg, Town of Esperance, Village of Esperance, Town of Middleburgh, Village of Middleburgh, Town of Richmondville, Village of Richmondville, Town of Schoharie, Village of Schoharie, Town of Seward, Town of Sharon, and Village of Sharon Springs.

10.5 Charter and the Municipality recognize that significant technological developments can occur over the timeframe of a fifteen (15)-year agreement. While best efforts have been made to identify such developments, there is always the possibility for unanticipated occurrences to affect the ability of the Municipality or its Designee to effectively meet its mission objectives through no fault of either party. Therefore, no earlier than the ninth anniversary of this Franchise, and not later than the tenth anniversary of this Franchise, the Municipality or its Designee may submit a written request that will identify any additional capital equipment required for the PEG access facilities that is reasonable to meet the cable related community needs, taking into account the costs, and the community usage levels of the existing PEG facilities. Upon receipt of the written request for additional PEG capital support, Charter and the Municipality shall meet to discuss the possibility of providing additional capital funding for the Municipality's PEG access facilities. Charter reserves the right to review the request to determine if it is appropriate to meet the PEG capital needs of the Municipality, taking into account the factors set forth above. The request will not be implemented until it receives the mutual consent of Charter and the Municipality. Any additional PEG funds provided pursuant to this Section 10.5 shall be considered franchise-related costs, and thus they may be passed through to and recovered from Subscribers in accordance with applicable law. If Charter and the Municipality are unable to reach agreement on additional PEG capital support within six months of the Municipality's written request for such support, then Charter and the Municipality shall begin the process of negotiating a renewal or replacement franchise pursuant to Section 626 of the Cable Act. The parties agree that any failure to reach such agreement shall not be a factor in assessing Charter's performance under the Franchise, and shall not be invoked as a basis for a denial of renewal under Section 626.

10.6 Any PEG Channel designation requirements set forth in any other cable television franchise in the Municipality shall not be different than the PEG Channel designation requirements required under this Franchise, and any provisions for PEG access facilities, equipment and support in such other franchise shall be competitively neutral when compared to this Franchise.

10.7 Upon written request, the Municipality, or its Designee, shall provide the Company with a complete accounting annually of the distribution of funds granted pursuant to this Section 10.

10.8 Charter may continue to make PEG Channels available in standard definition ("SD") format, except as provided below.

- A. On or after the Effective Date, and provided the Municipality or its Designee, has the ability to produce PEG programming in high definition ("HD"), the Municipality may provide a written request to convert one PEG Channel to a high definition ("HD") channel. Charter shall have one hundred eighty (180) days from receipt of the request to implement the HD PEG channel.
- B. Municipality, or its Designee, shall be responsible for providing the PEG Channel signal in an HD format. Charter shall distribute the PEG access programming over the Cable System. Consistent with this requirement, the Municipality or its

Designee, shall cooperate with Charter to procure and provide, at the Municipality's cost, all necessary transmission equipment from the PEG Channel origination point to Charter's headend. Charter agrees to work cooperatively with the Municipality or its Designee, to ensure the necessary PEG transport equipment complies with Charter's network requirements. The Municipality or its Designee, shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required for Charter to receive and distribute the Municipality's HD PEG Channel signal, or for the cost of any resulting upgrades to the video return line.

- C. Nothing herein shall require Charter to provide dual carriage of any PEG channels in both an SD and HD format.

SECTION 11. INDEMNIFICATION AND INSURANCE

11.1 The Company shall, by acceptance of the Franchise granted herein, defend the Municipality, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of the Company in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Municipality, 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 the Company 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 Municipality shall give the Company written notice of its obligation to indemnify the Municipality within ten (10) days of receipt of a claim or action pursuant to this Section. In the event any such claim arises, the Municipality shall tender the defense thereof to the Company and the Company shall have the right to defend, settle or compromise any claims arising hereunder and the Municipality shall cooperate fully herein. If the Municipality determines in good faith that its interests cannot be represented by the Company, the Company shall be excused from any obligation to represent the Municipality. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Municipality for any damages, liability or claims resulting from the willful misconduct or negligence of the Municipality or for the Municipality's use of the Cable System, including any PEG Channels.

11.2 Insurance

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

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate

Auto Liability including coverage on all owned, non-owned hired autos \$1,000,000 per occurrence C.S.L.

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

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

SECTION 12. ACCOUNTABILITY

12.1 The Company, at the written request of the Municipality, shall make available the following information:

12.2 All publicly available reports required by or voluntarily submitted to the PSC and the FCC by the Company related to its operation of the Cable Television System or its conduct of business in the Municipality.

12.3 A report setting forth the physical miles of plant construction and plant in operation for the year, and copies of all materials required by this Franchise to be given to Subscribers.

12.4 The following financial reports:

- A. A copy of the annual report of the Company or its corporate parent(s) including financial information that has been prepared by a nationally recognized independent certified accounting firm.
- B. An annual list of officers and members of the Board of the Company or of any parent corporation.
- C. The Company shall maintain the following records for as long as necessary for its business purposes:
 - (1) A record of all written complaints including the date and time the complaint was received, nature of complaint, date and time resolved, and action taken to resolve.
 - (2) A log showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance.
 - (3) The Municipality reserves the right to inspect any and all records that the Company is required to maintain pursuant

to this Franchise upon reasonable written notice and during normal business hours. The Company shall promptly make such materials available at a mutually agreeable location. Nothing contained herein shall require the Company to make available personally identifiable information about a Subscriber in violation of Federal law.

- (4) At the request and invitation of the Municipality during the term of this Franchise, an appropriate representative of the Company shall appear at public sessions scheduled by the Municipality to answer the inquiries of representatives of the Municipality and the residents of the Municipality pertaining to the operation of the Cable Television System in the Municipality.
- (5) At the request of the Municipality, the Company shall provide to the Municipality copies of all general correspondence to its Subscribers within the Municipality. The Company shall provide its Subscribers and the Municipality 30 days' prior written notice of all service additions, deletions, or realignments to the extent required by applicable law and regulations.

SECTION 13. RATES

13.1 The Company shall provide notification to Municipality and Subscribers of rate changes as required by Section 890.69 of the Rules and Regulations of the PSC, as may be amended.

- A. The Company shall provide to the Municipality and each Subscriber a complete schedule of all residential rates and charges for all residential services provided by the Company in the Municipality as may be required by federal law or PSC rules.
- B. 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.
- C. The Company shall not illegally discriminate against individuals in the establishment and application of rates and charges for Cable Service. This provision is not intended to and shall not prohibit (i) legal sales, promotions or other discounts which the Company deems necessary or desirable to market its Cable Service; (ii) the Company from legally providing any of its services (and at such rates) as it shall deem necessary or desirable to any or all Subscribers where Cable Service or any similar service is offered or provided in competition with the

Company's services; or (iii) the Company from legally discounting rates to persons who subscribe to any services on a seasonal basis or discounting rates to persons who subscribe to any services that are provided on a bulk basis.

SECTION 14. FRANCHISE FEE

14.1 The Company shall pay to the Municipality on a quarterly basis throughout the term of this Franchise a sum equal to five percent (5%) of Gross Revenues, as defined herein, subject to applicable law including the regulations of the PSC. Franchise fees provided shall be paid within forty-five (45) days after the end of each calendar quarter. No acceptance of any payment shall be construed as an accord that such payment is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Municipality may have for further or additional sums payable based upon the provisions of this franchise renewal agreement. If any undisputed franchise fee payment or recomputed payment is not made on or before the dates specified herein, Company shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

14.2 Underlying books and records of the Company may be audited on the Municipality's behalf only to the extent required to verify that franchise fees have been correctly paid and the Company shall cooperate fully with the Municipality and its agents in the conduct of the audit.

14.3 If an error of greater than 5% of the correct franchise fee owed is found during an audit, the Company shall, subject to applicable law, promptly reimburse the Municipality for reasonable expenses incurred in the conduct of the audit, up to \$5,000, in addition to any additional fee owed the Municipality.

SECTION 15. RIGHT TO INSPECT BOOKS - REGULATORY OFFICER

15.1 The Municipality reserves the right to inspect all of the Company's books, records, financial statements and other similar material of the Company, insofar as they relate to the terms and conditions of this Agreement and the performance of the obligations in this Agreement. The Municipality agrees to treat as confidential any books, records, or financial statements that constitute proprietary or confidential information to the extent the Company makes the Municipality aware of such confidentiality. If the Municipality believes it must release any such confidential books, records, or financial statements in the course of enforcing this Franchise, or for any other reason, it shall advise the Company in advance so that the Company may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Municipality agrees that, to the extent permitted by State and federal law, it shall deny access to any of the Company's books and records marked confidential, as set forth above, to any Person.

15.2 The Municipality Board shall designate the Mayor/Supervisor as the official who shall be responsible for administration of the Franchise.

SECTION 16. ENFORCEMENT

16.1 Violations and Opportunity to Cure.

- A. If the Municipality has reason to believe that the Company violated any provision of this Franchise, it shall notify the Company in writing of the nature of such violation and the section(s) of this Franchise that it believes has been violated and the details relating thereto. If the Municipality does not notify the Company of any violation of this Franchise, it shall not operate as a waiver of any rights of the Municipality hereunder or pursuant to applicable law, unless such failure prejudices the rights of Company.
- B. The Company 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 Franchise. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which the Company must cure the violation shall be extended by the Municipality in writing for such additional time necessary to complete the cure, provided that the Company shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Municipality.
- C. If the violation has not been cured within the time allowed under Section 16.1(B), and, in the Municipality's judgment, the Company has not taken reasonable steps to cure the violation, then the Municipality may conduct a public hearing for the purposes of determining whether the Company has breached a material provision of the Franchise. The Company shall be provided at least 30 days' advanced written notice of the hearing. At the hearing, the Company shall be provided an opportunity to present evidence, and to examine and cross-examine witnesses. The hearing shall be transcribed by a certified court reporter. If at the conclusion of the hearing the Municipality has determined that Company has breached a material term of the Franchise, the Municipality may deem that the Company is liable for liquidated damages and/or any other right or remedy and the Municipality's costs in accordance with Section 16.2. The decision of the Municipality shall be made in writing and shall be delivered to the Company. The Company shall have the right to appeal any decision by Municipality in accordance with applicable law. The standard of review for such appeal shall be "de novo."

16.2 Liquidated Damages

- A. Because Charter's failure to comply with material terms of this Agreement may result in harm to the Municipality, and because it will be difficult to measure the extent of such injury, the Municipality may assess liquidated damages, as permitted by applicable law, against Charter in the amount of One Hundred Dollars (\$100.00) per day for each day the violation continues, provided Charter has had notice and an opportunity to cure in accordance with Section 16.1(B) and the Municipality is not pursuing other penalties or remedies. The Municipality shall provide Charter with written notice that it intends to assess liquidated damages as a remedy. Such damages shall be an exclusive remedy for the time

period in which they are assessed, provided, however, they shall not be a substitute for specific performance by Charter or legal action by the Municipality once assessment of liquidated damages ceases, but shall be in addition to such specific performance or legal action. Nothing herein is intended to allow duplicative recovery from or payments by Charter or its surety.

- 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 date after the end of the applicable cure period, including any extension of the cure period granted by the Municipality. The Municipality may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.
- C. The amount of all liquidated damages per annum shall not exceed five thousand dollars (\$5,000) in the aggregate. With respect to liquidated damages, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or failure may only be assessed under any one material term.

16.3 Revocation

- A. In addition to the other rights, powers and remedies retained by the Municipality under this Franchise, the Municipality reserves the separate and distinct right to revoke this Franchise if:
 - (1) It is demonstrated the Company practiced any fraud or deceit upon the Municipality in the operation of its Cable System or any other activities pursuant to this Franchise;
 - (2) The Company repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC; or
 - (3) The Company repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Franchise.
- B. The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of the Company or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 24. The Company 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 Municipality Board after an appropriate public hearing that shall afford the Company 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 the Company 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 Municipality, 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 the Company of mitigating circumstances or good cause for the existence of such grounds. The Municipality shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to the Company.

16.4 Performance Bond.

- A. The Company shall obtain and maintain, during the Franchise term, at its sole cost and expense, a performance bond running to the Municipality with a surety company licensed to do business in the State of New York and satisfactory to the Municipality to ensure the Company's faithful performance of its obligations. The performance bond shall provide that the Municipality may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Municipality for the Company's violations of this Franchise, after notice and opportunity to cure in accordance with Sections 16.1 and 16.2, above.
- B. The performance bond shall be in the amount of \$5,000. The Company shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Municipality.

16.5 The Company retains all rights of judicial appeal provided by Federal and State law or regulation.

SECTION 17. ABANDONMENT

17.1 The Company is expressly prohibited from abandoning the Cable System without the written consent of the Municipality.

SECTION 18. RESTRICTIONS AGAINST ASSIGNMENT AND TRANSFERS

18.1 Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no transfer of the Franchise shall occur without the prior consent of the Municipality, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the transfer of the franchise, the Municipality may consider the applicant's: (i) technical qualifications; (ii) financial qualifications; and (iii) legal qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. However, no such consent shall be required in the event of a transfer or assignment to an entity under common control with the Company.

SECTION 19. EQUAL EMPLOYMENT OPPORTUNITY

19.1 The Company shall not refuse to hire or employ nor discharge or bar from employment nor discriminate against any person in compensation or in terms, conditions and privileges of employment because of age, race, creed, color, national origin or sex.

SECTION 20. NOTICE

20.1 Public Notice. Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the Municipality in regard to the operations of the Company's Cable Television System shall be taken only after thirty (30) days public notice of such action or proposed action is served directly on the Company, and the Company and all interested parties and citizens have been given an opportunity to respond in writing and/or at a hearing as may be specified by the Municipality.

20.2 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. The Company shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Municipality shall be delivered or sent to:

Municipality: NAME
 TITLE
 CONTACT ADDRESS

Email:

Company: Kevin Egan
 Director, Government Affairs
 20 Century Hill Drive
 Latham, NY 12110

Email: kevin.egan@charter.com

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

SECTION 21. SEVERABILITY

21.1 In the event that any provision of this Agreement should be invalidated by a court or regulatory agency of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 22. APPROVAL OF PSC

22.1 This Franchise, and any subsequent amendments hereto, are subject to applicable federal and State law, the Rules and Regulations of the FCC, the PSC and any other applicable

regulatory body with appropriate jurisdiction. Further, this Franchise and any subsequent amendments are subject to the approval of the PSC.

SECTION 23. REQUEST FOR AUTHORIZATION

23.1 Company shall file requests for any necessary operating authorization with the PSC and the FCC within sixty (60) days from the date the franchise is awarded by the Municipality.

SECTION 24. FORCE MAJEURE

24.1 The Company 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 Company 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, acts of vandalism, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which the Company's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

IN WITNESS WHEREOF, the Municipality and Company have caused this Agreement to be signed by their duly authorized officials and officers as of _____, _____.

GRANTOR

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

EXHIBIT A