

Charter

COMMUNICATIONS

November 29, 2017

Hon. Kathleen H. Burgess, Secretary
NYS Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Franchise Renewal – Time Warner Cable Northeast LLC
Locally known as Charter Communications
With the Town of Mount Hope

Dear Secretary Burgess:

We are herewith filing, via email, the following:

1. R-2 Application for Franchise Renewal, channel lineup and rates
2. Municipal Resolution granting renewal dated August 22, 2017
3. Fully executed copy of Franchise Renewal Agreement dated September 29, 2017
4. Copy of latest annual test data compiled for this part of the Division's CATV System at PSC
5. Published legal notices

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

Sincerely,



Kevin Egan
Director, Government Affairs
Charter Communications
Enclosures

cc: The Honorable Chad Volpe, Town Supervisor (w/copy of Encs.)

20 Century Hill Drive
Latham, NY 12110

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **Time Warner Cable Northeast LLC**, locally known as **Charter Communications**, for renewal of its Certificate of Confirmation and Cable Television Franchise in the **Town of Mount Hope, Orange County**, New York.

1. The exact legal name of the applicant is **Time Warner Cable Northeast LLC**.
2. The applicant does business under the name **Charter Communications**.
3. Applicant's telephone number is: **(518) 640-8575**
4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of October 2017 are:

Town of Blooming Grove - 1044
Village of Bloomingburg - 155
Village of Chester - 170
Town of Cornwall - 1405
Village of Cornwall-on-Hudson - 402
Town of Crawford - 1174
Village of Ellenville - 1070
Town of Gardiner - 1367
Town of Goshen - 1527
Village of Goshen - 1535
Town of Hamptonburgh - 1130
Village of Highland Falls - 1141
Town of Highlands - 514
Town of Marlborough - 2201
Village of Maybrook - 839
City of Middletown - 6189
Town of Montgomery - 1905
Village of Montgomery - 1077
Town of Mount Hope - 867
Town of New Windsor - 6868
City of Newburgh - 3441
Town of Newburgh - 3126
Village of Otisville - 299
Town of Rochester - 1859
Town of Shawangunk - 1755
Village of Walden - 1682
Town of Wallkill - 7458
Village of Washingtonville - 1632

Town of Wawarsing - 1625
Town of Wawayanda - 1908
Village of Wurtsboro - 495

6. The following signals are regularly carried by the Middletown cable system: (**see attached channel card**).
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 1,200 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Town of Mount Hope are: (**see attached**).
9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

Town of Blooming Grove – 0.96 miles
Village of Bloomingburg – 0.00 miles
Village of Chester – 0.00 miles
Town of Cornwall – 0.00 miles
Village of Cornwall-on-Hudson
Town of Crawford – 0.30 miles
Village of Ellenville – 0.00 miles
Town of Gardiner – 0.26 miles
Town of Goshen – 0.26 miles
Village of Goshen – 0.00 miles
Town of Hamptonburgh – 0.07 miles
Village of Highland Falls – 0.00 miles
Town of Highlands – 0.11 miles
Town of Marlborough – 0.64 miles
Village of Maybrook – 0.00 miles
City of Middletown – 1.00 miles
Town of Montgomery – 0.18 miles
Village of Montgomery – 0.00 miles
Town of Mount Hope – 0.32 miles
Town of New Windsor – 1.32 miles
City of Newburgh – 0.00 miles
Town of Newburgh – 0.96 miles
Village of Otisville – 0.00 miles
Town of Rochester – 7.4 miles
Town of Shawangunk – 1.05 miles
Village of Walden – 0.00 miles
Town of Wallkill – 2.83 miles
Village of Washingtonville – 0.00 miles
Town of Wawarsing – 0.51 miles
Town of Wawayanda – 0.52 miles

Village of Wurtsboro – 0.00 miles


10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11.
 - (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
 - (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.

13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

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

Dated: November 29, 2017

By: Kevin Egan



Director of Government Affairs
Charter Communications

📍 Channel Lineup for: 1706 State Route 211, 10963



Ch. Network

7 WABC - ABC
 2 WCBS - CBS
 4 WNBC - NBC
 13 WNET - PBS
 5 WNYW - FOX
 537 5 StarMAX - E
 29 A&E
 1551 ABP News
 533 ActionMAX - E
 27 AMC
 140 American Heroes Channel
 79 Animal Planet
 1601 Ant1 Greek
 877 Antena 3 Internacional
 1632 Arabic Radio and TV Network
 185 ASPIRE TV
 926 Atres Series
 299 AXS TV
 962 AyM Sports
 256 Baby First TV
 928 BabyFirstTV (SAP)
 929 BabyTV (SAP)
 910 Bandamax
 1564 Bangladesh Channel
 110 BBC America
 209 BBC World News
 417 BeIN SPORTS
 443 BeIN SPORTS Español
 40 BET
 182 BET HER
 287 BET Jams
 290 BET Soul
 207 Bloomberg Television
 253 Boomerang
 66 Bravo
 382 BTN
 389 BTN - Extra1
 390 BTN - Extra2
 465 BYUtv
 49 C-SPAN

Ch. Network

891 FOX Life
 62 FOX News Channel

Ch. Network

226 C-SPAN2
 227 C-SPAN3
 1612 C1R (Russia)
 850 Canal Sur
 856 Caracol
 45 Cartoon Network
 921 Cartoon Network (SAP)
 315 CBS Sports Network
 1401 CCTV-4
 860 CentroamericaTV
 1421 Chinese Cinema
 972 Cine Mexicano
 971 Cinelatino
 531 Cinemax - E
 536 Cinemáx - E
 78 CMT
 31 CNBC
 208 CNBC World
 16 CNN
 834 CNN en Español
 25 Comedy Central
 1340 Community Bulletin Board
 1341 Community Bulletin Board 02
 1342 Community Bulletin Board 03
 163 Cooking Channel
 137 Crime & Investigation
 1616 CTC Russian Network
 1400 CTI-Zhong Tian
 875 Cubaplay
 98 Daystar
 980 De Película
 979 De Película Clásico
 135 Destination America
 15 Discovery Channel
 930 Discovery en Español
 924 Discovery Familia
 266 Discovery Family
 76 Discovery Life Channel
 38 Disney Channel
 254 Disney Junior

Ch. Network

210 i24
 627 iFC

Ch. Network

265 Disney XD
 161 DIY Network
 1620 DOM KINO
 1457 DWLS Filipino Audio
 1456 DZBB Filipino Audio
 44 E!
 865 Ecuavisa Internacional
 936 El Garage TV
 145 El Rey Network
 596 EPIX
 597 EPIX 2 - E
 599 EPIX Drive-In
 598 EPIX HITS
 21 ESPN
 303 ESPN Classic
 392 ESPN College Extra
 440 ESPN Deportes
 371 ESPN Goal Line/Bases Loaded
 71 ESPN2
 302 ESPNEWS
 370 ESPNU
 842 Estudio 5
 1412 ETTV
 1410 ETTV Drama
 1409 ETTV Financial News
 1408 ETTV News (Chinese)
 1407 ETTV NY Channel
 1411 ETTV YoYo
 194 EVINE
 97 EWTN
 945 EWTN en Español
 372 FCS Atlantic
 373 FCS Central
 374 FCS Pacific
 623 FLIX - E
 77 FM
 36 Food Network
 847 FOROtv
 206 FOX Business Network
 442 FOX Deportes

Ch. Network

119 MTV2
 842 Multimedia Televisión

419	FOX Soccer Plus
400	FOX Sports 1
401	FOX Sports 2
34	Freeform
169	Fuse
24	FX
632	FX Movie Channel
109	FXX
134	fyi,
295	GAC
50	Galavisión
1578	Globo
1453	GMA Life TV
1452	GMA Pinoy TV
416	GOL TV
73	Golf Channel
1600	Greek Channel
177	GSN
84	Hallmark Channel
86	Hallmark Movies & Mysteries
511	HBO - E
512	HBO 2 - E
515	HBO Comedy - E
514	HBO Family - E
517	HBO Latino - E
513	HBO Signature - E
516	HBO Zone - E
640	HDNet Movies
63	HGTV
20	Higher Ed Access
471	Hillsong Channel
48	HISTORY
932	HISTORY en Español
933	HITN
37	HLN
176	HSN
484	HSN2
1802	Hustler TV

Ch. Network

1944	Music Choice - Smooth Jazz
1919	Music Choice - Soft Rock
1930	Music Choice - Solid Gold Oldies
1941	Music Choice - Sound of the Seasons
1943	Music Choice - Soundscapes
1942	Music Choice - Stage & Screen
1923	Music Choice - Teen Beats
1908	Music Choice - Throwback Jamz
1932	Music Choice - Today's Country

621	IndiePlex
461	INSP
138	Investigation Discovery
1539	ITV Gold
188	Jewelry TV
469	Jewish Life TV
1563	JUS Punjabi
1493	KBN
1475	KBS World
1488	Korean Channel
892	LATV Network
58	Leased Access
1552	Life OK
41	Lifetime
174	Lifetime Real Women
492	Liquidation Channel
52	LMN
179	LOGO
1828	Manhandle
402	Mav TV
1478	MBC (Korean)
1584	Mediaset Italia
935	Mexicanal
841	Mexico 22
141	Military History
306	MLB Network
307	MLB Strike Zone
532	MoreMAX - E
538	MovieMAX - E
620	MoviePlex
68	MSG
326	MSG 2
67	MSG Plus
327	MSG2 Plus
46	msnbc
42	MTV
120	MTV Classic
286	MTV Live

Ch. Network

377	PAC-12 Arizona
381	PAC-12 Bay Area
376	PAC-12 Los Angeles
380	PAC-12 Mountain
375	PAC-12 Network
379	PAC-12 Oregon
378	PAC-12 Washington
1805	Penthouse TV (Prem.)
1580	PFC Internacional

643	Multimedia Television
1920	Music Choice
1929	Music Choice - 70s
1928	Music Choice - 80s
1927	Music Choice - 90s
1916	Music Choice - Adult Alternative
1915	Music Choice - Alternative
1946	Music Choice - Blues
1934	Music Choice - Classic Country
1918	Music Choice - Classic Rock
1949	Music Choice - Classical Masterpieces
1935	Music Choice - Contemporary Christian
1933	Music Choice - Country Hits
1903	Music Choice - Dance/EDM
1948	Music Choice - Easy Listening
1911	Music Choice - Gospel
1905	Music Choice - Hip-Hop and R&B
1907	Music Choice - Hip-Hop Classics
1901	Music Choice - Hit List
1904	Music Choice - Indie
1945	Music Choice - Jazz
1924	Music Choice - Kidz Only!
1950	Music Choice - Light Classical
1902	Music Choice - Max
1914	Music Choice - Metal
1938	Music Choice - Mexicana
1937	Music Choice - Musica Urbana
1922	Music Choice - Party Favorites
1931	Music Choice - Pop & Country
1921	Music Choice - Pop Hits
1936	Music Choice - Pop Latino
1910	Music Choice - R&B & Soul
1909	Music Choice - R&B Classics
1906	Music Choice - Rap
1912	Music Choice - Reggae
1913	Music Choice - Rock
1917	Music Choice - Rock Hits
1940	Music Choice - Romances
1947	Music Choice - Singers & Swing

Ch. Network

922	Semillitas
1541	SET Asia
552	SHO 2 - E
555	SHO Beyond - E
554	SHO Extreme - E
556	SHO Next - E
557	SHO Women - E
479	Shop Zeal 9
551	Showtime - E

1925 Music Choice - Toddler Tunes
 1939 Music Choice - Tropicales
 1926 Music Choice - Y2K
 1619 Muzika Pervogo
 931 Nat Geo Mundo
 130 Nat Geo Wild
 51 National Geographic
 308 NBA TV
 81 NBC Sports Network
 898 NBC Universo
 1557 New Delhi TV Limited
 212 News Channel 12
 310 NFL Network
 311 NFL RedZone
 223 NHK World
 312 NHL Network
 257 Nick Jr.
 288 Nick Music
 32 Nickelodeon
 262 Nicktoons
 1617 NTV America Hungary
 229 NY State Legislature
 95 NY1 News Noticias
 91 NY1 Road & Rail Report
 316 Olympic Channel
 844 Once Canal
 408 Outdoor Channel
 535 OuterMAX - E
 187 Ovation
 173 OWN
 83 Oxygen

Ch. Network

26 TBS
 74 TCM
 263 TeenNick
 861 Tele El Salvador
 845 TeleFórmula
 912 TeleHit
 871 Telemicro
 890 TeleN
 872 Television Dominicana
 1809 TEN
 406 Tennis Channel
 87 The Africa Channel
 1633 The Arabic Channel
 468 The Cowboy Channel
 1450 The Filipino Channel
 474 The Impact Network
 1642 The Israeli Network

1404 Phoenix InfoNews
 1403 Phoenix N. America
 1811 Playboy TV
 1812 Playboy TV en Español
 1595 Polish Radio 1
 175 Pop
 23 Public Access
 159 QVC
 481 QVC2
 1581 RAI Italia
 857 RCN Nuestra Tele
 1807 Real
 128 Reelz
 622 RetroPlex
 291 REVOLT
 297 RFD-TV
 911 Ritmoson Latino
 1615 Rossiya 24 Channel
 218 RT Russia Today
 838 RT Spanish
 1610 RTN (Russian)
 1611 RTN Plus Russian
 1577 RTPi-Portuguesa
 1614 RTR Planeta Channel
 1613 RTVI (Russian)
 1621 Russian Kino
 1532 Sahara Filmy
 1515 SBN (Vietnamese)
 136 Science Channel
 385 SEC Extra
 384 SEC Network

Ch. Network

1484 TVK2
 1483 TVK24
 1592 TVP Polonia
 984 Ultra Cine
 985 Ultra Clásico
 849 Ultra Docu
 918 Ultra Familia
 915 Ultra Fiesta
 919 Ultra Kidz
 937 Ultra Macho
 983 Ultra Mex
 255 Universal Kids
 444 Univisión Deportes
 895 Univisión tlnovelas
 124 UP
 30 USA Network
 403 Velocity

558 Showtime Fam. Zn
 553 Showtime Showcase-E
 1420 Sino TV - Chinese Prime
 131 Smithsonian Channel
 1 Spectrum News
 6 Spectrum News - Hudson Valley
 33 Spike
 324 Sports Extra 1
 325 Sports Extra 2
 70 SportsNet New York
 1550 STAR India GOLD
 1553 STAR India PLUS
 581 Starz - E
 585 Starz Cinema - E
 586 Starz Comedy - E
 582 Starz Edge - E
 603 Starz Encore Action - E
 604 Starz Encore Black-E
 605 Starz Encore Classic - E
 608 Starz Encore Family - E
 606 Starz Encore Suspense - E
 607 Starz Encore Westerns - E
 583 Starz in Black - E
 584 Starz Kids & Family - E
 602 StarzEncore - E
 625 SundanceTV
 870 Super Canal
 853 SUR Perú
 1540 SWAGAT TV
 43 Syfy
 946 TBN Enlace USA

Ch. Network

69 YES Network
 1533 Zee TV
 923 ¡Sorpresa! TV

35	The Weather Channel	60	VH1
534	ThrillerMAX - E	133	Viceland
39	TLC	913	Video Rola
571	TMC - E	982	ViendoMovies
572	TMC Extra - E	1618	Vyrema
14	TNT	874	WAPA América
899	Tr3s	811	WASA - Estrella TV
80	Travel Channel	64	WE tv
53	truTV	804	WFUT - UniMás
1542	TV Asia	126	WGN America
855	TV Chile	1554	Willow TV
1500	TV Japan	55	WLNY - IND
75	TV Land	881	WNET - Vme
90	TV One	61	WNJU - Telemundo
867	TV Venezuela	1288	WNJU - TeleXitos
1562	TV84 Punjabi	806	WNYN LD - Azteca America
1422	TVB1 Cantonese	1250	WNYW - Movies!
1423	TVB2 Cantonese	11	WPIX - The CW
1424	TVBE Cantonese	17	WPXN - ION
1425	TVBS Mandarin	22	WRNN - IND
1516	TVBV Vietnamese	1265	WWOR - Buzzr
878	TVE Internacional	9	WWOR - MyTV
413	TVG	19	WXTV - Univisión

Charter Communications. Programming may vary. Channels, Tiers and Packaging subject to change. Services not available in all areas. Charter issued digital receiver or CableCARD required to view programming channels, except for Basic Service viewable with customer owned TV equipped with digital QAM Tuner subject to future service changes when a market transitions to All Digital. Charter issued digital receiver required to view PPV and On Demand programming (where available). HD capable equipment required to view HD programming (where available). All programming may not be available to CableCARD or Digital Terminal Adapter customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Control feature on your on-screen program guide.

In a switched digital market, due to system technology enhancements access to certain digital channels will require a digital receiver, as HDTVs & digital QAM tuners equipped with CableCARDS or TV's equipped with Digital Terminal Adapter's cannot access certain digital channels requiring two-way communication (e.g., PPV & On Demand programming). CableCARD customers with TIVO equipment will also need a Tuning Adapter for access to such digital channels.

SAP - Second Audio Programming (Spanish Language when available) is offered on analog Basic Service & Expanded Service channels. Check your interactive program guide for further details. Channel numbers listed are for either analog cable-ready TV sets or Charter digital receivers. Customers using a QAM tuner TV or other personal QAM tuner device, not connected to a digital receiver, must activate the Auto Program feature, as described in the TV/device's Owner's Manual, to receive some digital services.

For former Time Warner Cable Service Offerings & Rates [click here \(https://www.spectrum.com/content/dam/spectrum/residential/en/pdfs/ratecard:RC.pdf\)](https://www.spectrum.com/content/dam/spectrum/residential/en/pdfs/ratecard:RC.pdf). For Spectrum Service Offerings & Rates see below.

If you are a Charter customer, [click here \(http://www.charter.net/\)](http://www.charter.net/) to access Broadband service rate and performance metric information applicable to the service offering you subscribe to.

TV Residential Services and Rates

For Hudson Valley, NY, Effective November 2017. All charges exclude applicable taxes, FCC fees, franchise fees and the Broadcast TV Surcharge.



BASIC SERVICE

\$23.89

SPECTRUM SELECT (Includes Basic Service, Expanded Service and the following services where available - check your local lineup for availability:

Bloomberg TV, Hallmark Movie Channel, Indie Plex, Movie Plex, Retro Plex)

\$64.99

SPECTRUM SILVER (Includes Spectrum Select, Digi Tier 1, HBO, Cinemax and Showtime - check your local lineup for availability)

\$84.99

SPECTRUM GOLD (Includes Spectrum Silver, Digi Tier 2, TMC, Starz, Encore and EPIX - check your local lineup for availability)

\$104.99

DIGI TIER 1 (Available with subscription to Select, Silver or Gold)

\$12.00

DIGI TIER 2 (Available with subscription to Select, Silver or Gold)

\$12.00

LATINO VIEW

\$7.99

MI PLAN LATINO (Includes Spectrum Basic, Latino View and the following channels)

\$44.99

PREMIUM NETWORKS (AVAILABLE WITH SUBSCRIPTION TO SELECT, SILVER OR GOLD)

STARZ ENCORE

\$15.00

EPIX

\$15.00

HBO

	\$15.00
Showtime	
	\$15.00
Cinemax	
	\$15.00
STARZ	
	\$15.00
TMC	
	\$15.00

PAY-PER-VIEW AND ON DEMAND

For a full listing of On Demand programming go to TWC.com/ondemand. Please see your interactive program guide for title-specific pricing prior to ordering or call 1-800-892-2253.

OTHER SERVICES (PER MONTH)

South Asian Package	9.95-11.95
Russian Packages	9.95-44.99
Mandarin Packages	9.95-29.99
Italian Package	9.95-14.99
Hindi Packages	19.99-69.99
Greek Package	9.95-15.95
Filipino Packages	11.95-24.99
Portuguese/Brazilian Packs	3.95-31.95
SBTN & TVBV	\$19.99
TV Polonia & Polski Radio	\$17.95
TVJAPAN	\$24.95
The Israeli Network	\$19.99
TV5MONDE	\$9.95
DW Amerika	\$9.95
TVB Jade World	\$39.99
ART	

\$9.95

INSTALLATION/SERVICE CALL (PER ACTIVITY)

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

UNRETURNED EQUIPMENT FEES (PER UNIT)

Spectrum Receiver	\$123.00
CableCARD™ ^E	\$22.00
Tuning Adapter	\$130.00

MISCELLANEOUS CHARGES (PER MONTH)

Broadcast TV Service Charge	\$7.50
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MISCELLANEOUS CHARGES (PER ACTIVITY)

Late Fee	\$8.95
Reconnection Fee	\$4.99
Insufficient Funds Fee	\$20.00
Phone Payment Processing	\$5.00
Additional Bill Copies	\$1.99

SPECTRUM EQUIPMENT RENTAL & OTHER SERVICES (PER MONTH, PER OUTLET)(WITH SUBSCRIPTION TO SPECTRUM BASIC, SELECT, SILVER OR GOLD)

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

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

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

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

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

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

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

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

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

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

CableCARD customers subscribing to any service package in which Charter-leased equipment is included in the package price, may receive a discounted price, reduced by an amount equal to/greater than the fee for such equipment not leased from Charter.

©2017 Charter Communications ADDITIONAL CUSTOMER INFORMATION: Prices are per month unless noted otherwise. Programming may vary and all services may not be available in all areas. Rates, number of channels, programs/content, services & packages are subject to change or discontinuance at any time, subject to applicable law. Unless specified on this

rate card, additional installation services are generally billed using the Labor Charge in ¼ hour increments. Charter reserves the right to institute different rates or terms and conditions of service for promotional purposes. Customers are not required to subscribe to any tier of service, other than the Charter Basic service tier, in order to purchase premium channels, or where available, Pay-Per-View or On Demand. Charter-issued digital receiver or CableCARD required to view programming channels. Charter-issued digital receiver required to view Pay-Per-View and On Demand programming (where available). HD-capable equipment required to view HD programming (where available). All programming may not be available to CableCARD customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Controls feature on your on-screen program guide. Certain limitations apply to the Wire Maintenance Plan, such as the exclusion of repairs to alarm/electrical/twisted pair wiring, customer-caused damage or abuse, and alterations to Charter equipment. Please contact Charter for more information about the Wire Maintenance Plan.

Serving: Blooming Grove, NY, Town of; Middletown, NY, City of; Crawford, NY, Town of; Deerpark, NY, Town of; Highlands, NY, Town of (ORANGE); Gardiner, NY, Town of; Highland Falls, NY, Village of; Lloyd, NY, Town of; Mount Hope, NY, Town of; Mamakating, NY, Town of; Maybrook, NY, Village of; Newburgh, NY, Town of; New Paltz, NY, Village of; Crawford, NY, Town of; Port Jervis, NY, City of; Shawangunk, NY, Town of; Forestburgh, NY, Town of; Goshen, NY, Town of; Hamptonburgh, NY, Town of; Montgomery, NY, Town of; New Paltz, NY, Town of; Plattekill, NY, Town of; Bloomingburg, NY, Village of; Goshen, NY, Village of; Montgomery, NY, Village of; Otisville, NY, Village of; Wurtsboro, NY, Village of; Wawayanda, NY, Town of; Walden, NY, Village of; Shawangunk, NY, Town of; Walkkill, NY, Town of; West Point U.S. Military Academy, NY, Base of; Washingtonville, NY, Village of; Ellenville, NY, Village of; Wawarsing, NY, Town of; Mamakating, NY, Town of; Rochester, NY, Town of; Rosendale, NY, Town of; Marbletown, NY, Town of; Highland, NY, Town of (SULLIVAN); Tusten, NY, Town of; Lumberland, NY, Town of; Cohecton, NY, Town of; Liberty, NY, Village of; Liberty, NY, Town of; Jeffersonville, NY, Village of; Rockland, NY, Town of; Colchester, NY, Town of; Callicoon, NY, Town of; Delaware, NY, Town of; Fremont, NY, Town of (Sullivan); Monticello, NY, Village of; Fallsburg, NY, Town of; Thompson, NY, Town of; Bethel, NY, Town of; Forestburgh, NY, Town of; Mamakating, NY, Town of; Neversink, NY, Town of; Woodridge, NY, Village of; Fallsburg, NY, Town of; Chester, NY, Town of (2); Denning, NY, Town of; Rhinebeck, NY, Village of; Rhinebeck, NY, Town of; Red Hook, NY, Village of; Red Hook, NY, Town of; Tivoli, NY, Village of; Kingston, NY, City of; Hurley, NY, Town of; Ulster, NY, Town of; Woodstock, NY, Town of; Esopus, NY, Town of; Kingston, NY, Town of; Hurley, NY, Town of; Marbletown, NY, Town of; Poughkeepsie, NY, City of; Poughkeepsie, NY, Town of; LaGrange, NY, Town of; Pleasant Valley, NY, Town of; Saugerties, NY, Village of; Saugerties, NY, Town of; Catskill, NY, Town of; Shandaken, NY, Town of; Olive, NY, Town of; Hunter, NY, Town of; Hunter, NY, Village of; Tannersville, NY, Village of; Jewett, NY, Town of; Hunter, NY, Town of; Newburgh, NY, City of; Newburgh, NY, Town of; New Windsor, NY, Town of; Cornwall, NY, Town of; Cornwall, NY, Town of; Marlborough, NY, Town of; New Windsor, NY, Town of

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OTHER SERVICE CHARGES

Agent Assisted Payment	\$ 5.00
Deposit Fee	\$50-100.00
Late Fee	\$ 8.95
Reconnection Fee	\$ 1.99
Returned Payment Fee	\$ 20.00
Statement Copy	\$ 1.99

UNRETURNED/LOST/DAMAGED EQUIPMENT

Access Point	\$ 172.00
CableCARD	\$ 22.00
Digital Receiver	\$ 123.00
Digital Terminal Adapter	\$ 40.00
IntelligentHome Cloud Server	\$ 103.00
IntelligentHome Touchscreen	\$ 255.00
Modem	\$ 39.00
Phone Modem	\$ 39.00
Tuning Adapter	\$ 130.00
WiFi Extender	\$ 78.00
WiFi Modem	\$ 78.00
WiFi Phone Modem	\$ 78.00
WiFi Router	\$ 78.00

By subscribing to these services, customer agrees to be bound by the terms of TWC's Subscriber Agreement which can be found at help.twcable.com/policies.html. Time Warner Cable leases CableCARDS, for use in customer-owned retail CableCARD-compatible devices. Our leased Set Top Boxes also include either a CableCARD or integrated security inside the device. Our lease rate for Set-Top Boxes that contain a CableCARD includes an imputed charge for the CableCARD. If you lease a CableCARD in lieu of such a Set-Top Box, we now offer a prospective monthly credit to reflect the difference between the standard lease rates of Set-Top Boxes and CableCARDS. Please contact us by filling out the form available via the following link if you believe you may be eligible for or would like more information regarding this credit: twc.com/CableCARD.

For customers receiving service through commercial accounts or bulk arrangements, some products, pricing and other information contained herein may not apply. Please refer to the terms and conditions of the separate agreement. Where terms are inconsistent with information in the Service Rates, the terms and conditions of the separate agreement will apply.

Some restrictions apply. Starter TV service must be purchased to subscribe to any other optional video service or tier services. Pricing, programming and packaging subject to change without notice. Service prices shown are monthly and do not include sales tax, installation fees, franchise fees and FCC user fees. Not all equipment supports all services. All services may not be available in all areas. Subject to change without notice. Additional charges apply for installation, equipment, surcharges, applicable taxes and fees. ©2017 Time Warner Cable Enterprises LLC, all rights reserved. Time Warner Cable and the eye/bar logo are trademarks of Time Warner Inc., used under license. All other trademarks are property of their respective owners.

For TWC store locations, please visit twc.com/stores



Hudson Valley, Rochester, Stewart Air Force Base,
Wawarsing & West Point (HV)

TV SERVICES AND PACKAGES

Starter TV ¹	\$ 20.00
Bloomington, Crawford, Esopus, Goshen, Hurley, Kingston, Maybrook, Montgomery, Monticello, New Paltz, New Windsor, Saugerties, Ulster, Walden, Washingtonville and Woodstock	\$ 19.00
Essential TV ²	\$ 52.49
(includes Starter TV and selection of 40+ cable networks)	
Standard TV	\$ 78.99
(includes Starter TV)	
Preferred TV	\$ 82.99
(includes Starter TV, Standard TV, Variety Pass)	
Variety Pass	\$ 10.00
HD Pass	\$ 8.95
TWC Sports Pass	\$ 10.00
TWC Movie Pass	\$ 10.00
Variety Lite Español	\$ 10.00
Variety Plus Español ³	\$ 5.00
El Paquetazo	\$ 24.85
(includes Starter TV and Variety Lite Español)	
Preferred TV en Español	\$ 82.99
(includes Starter TV, Standard TV and Variety Lite Español)	
Family Choice ⁴	\$ 12.99
Broadcast TV Surcharge	\$ 7.50
Sports Programming Surcharge	\$ 2.70

¹ Subscription to Starter TV is required for all TV Packages.

² Cannot be combined with any other tiers. Restricted to Standard Definition non-DVR equipment only. Other restrictions apply.

³ Requires subscription to Variety Lite Español.

⁴ Family Choice cannot be combined with any other video programming. Family Choice not available in all areas.

PREMIUM SERVICES

HBO [®]	\$ 16.99
Showtime [®]	\$ 15.99
The Movie Channel [™]	\$ 15.99
STARZ [®]	\$ 15.99
Cinemax [®]	\$ 15.99
EPIX [®]	\$ 9.99
Encore Pass	\$ 6.99

ADULT PREMIUM SERVICES

Playboy TV	\$ 12.95
Penthouse	\$ 12.95
Hustler	\$ 12.95
VIVID	\$ 12.99
TEN	\$ 12.95
REAL	\$ 12.95
Manhandle	\$ 12.95
Manhandle & HIS On Demand Package ⁵	\$ 19.95
Adult 3-Pack	\$ 29.95

⁵ Not available as part of the Adult 3-Pack.



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twc.com

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8150 3200 (ALL) 8150 3300 (0010-0070)

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please visit twc.com

7006-RC-NY-0817

INTERNATIONAL PREMIUMS

Arabic	
(ART)	\$ 9.95
Bengali	
(The Bangladesh Channel)	\$ 9.95
Brazilian – Portuguese	
(PFC)	\$ 19.95
(PFC & RTP)	\$ 21.95
(PFC, RTP & TV Globo)	\$ 31.95
(RTP)	\$ 3.95
(TV Globo)	\$ 19.95
(TV Globo & RTP)	\$ 21.95
(Brazilian Passport - PFC & TV Globo)	\$ 29.95
Cantonese	
(TVB Jade World - TVB1, TVB2, TVBe, TVB5 & CCTV4)	\$ 39.99
Filipino	
(GMA Pinoy)	\$ 12.95
(TFC)	\$ 11.95
(Filipino GMA Passport - GMA Life, GMA Pinoy, GMA DWLS Radio & GMA DZBB Radio)	\$ 14.95
(Filipino Pass Plus - Filipino On Demand, GMA Life, GMA Pinoy, GMA DWLS Radio, GMA DZBB Radio & TFC)	\$ 24.99
French	
(TV5MONDE)	\$ 9.95
German	
(DW Amerika)	\$ 9.95
Greek	
(Antenna)	\$ 14.95
(NGTV)	\$ 9.95
(Greek Passport - Antenna & NGTV)	\$ 15.95
Hebrew	
(The Israeli Network)	\$ 19.99
Hindi	
(Hindi Star Pass - STAR India PLUS, STAR India GOLD, Life OK & APB News)	\$ 19.99
(Hindi Pass - STAR India PLUS, Sony & Zee TV)	\$ 24.99
(Hindi Pass Plus - STAR India PLUS, Sony, Zee TV, Life OK, Willow, TV Asia, NDTV 24/7 & ITV Gold)	\$ 39.99
(Hindi Passport - STAR India PLUS, Sony, Zee TV, Life OK, Willow, TV Asia, NDTV 24/7, STAR India GOLD, Filmy, UTV Movies, ITV Gold & Eros Now)	\$ 69.99
Italian	
(Mediaset Italia)	\$ 9.95
(Rai Italia)	\$ 9.95
(Italian Passport - Mediaset Italia & Rai Italia)	\$ 14.99
Japanese	
(TV JAPAN)	\$ 24.95
Mandarin	
(CCTV 4 & CTI Zhong Tian)	\$ 11.99
(Chinese Cinema)	\$ 9.95
(Chinese Prime)	\$ 9.95
(ETTV China)	\$ 9.95
(ETTV Drama)	\$ 9.95
(ETTV Financial News)	\$ 9.95
(ETTV News)	\$ 9.95
(ETTV NY)	\$ 9.95
(Phoenix InfoNews)	\$ 9.95
(Phoenix North America)	\$ 9.95
(Yoyo TV)	\$ 9.95
(Mandarin Passport - CCTV -4, CTI Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
(Mandarin ETTV Passport ETTV China, ETTV Drama, ETTV Financial News, ETTV News, ETTV NY & Yoyo TV)	\$ 19.99
(Mandarin Pass Plus - CCTV -4, CTI Zhong Tian, ETV China, ETTV Drama, ETTV Financial News, ETTV News, ETTV NY, Phoenix InfoNews, Phoenix North America & Yoyo TV)	\$ 29.99
Polish	
(TV Polonia & Polskie Radio)	\$ 17.95
Punjabi	
(Jus Punjabi)	\$ 9.95
(TVB4)	\$ 11.95
Russian	
(Channel One Russia)	\$ 14.95
(CTC)	\$ 9.95
(NTV America)	\$ 9.95
(RTN)	\$ 14.95
(RTN Plus)	\$ 14.95
(RTVi)	\$ 9.95
(TV1000 Russian Kino)	\$ 9.95
(Russian Passport - CIR, RTN, RTVi & TV 1000 Russian Kino)	\$ 25.99

(Russian Pass Plus - CIR, CTC, NTV America, RTN, RTN + RTVi & TV 1000 Russian Kino)	\$ 29.99
(Russian Pass Max - CIR, CTC, Dom Kino, Muzika Pervogo, NTV America, Rossiya 24, RTN, RTN +, RTR Planeta, RTVi, TV 1000 Russian Kino & Vremya)	\$ 44.99
Vietnamese	
(Vietnamese Pass - SBTN & TVBV)	\$ 19.99

SEASONAL SPORTS SERVICES

MLB Extra Innings, MLS Direct Kick, NBA League Pass, NHL Center Ice	Varies
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ON DEMAND & PAY-PER-VIEW

On Demand (New Releases & Classic Movies, Adult & Special Events)	Varies
Pay-Per-View (Special Events, Adult Blocks)	Varies
Disney On Demand	\$ 5.99
Disney Family Movies On Demand	\$ 4.99
The Jewish Channel On Demand	\$ 6.95
Here TV On Demand	\$ 7.99
HIS On Demand	\$ 12.95
Too Much For TV On Demand	\$ 14.99

INTERNET

Everyday Low Price	\$ 19.99
Basic	\$ 49.99
Standard	\$ 59.99
Turbo Upgrade ⁶	\$ 10.00
Extreme Upgrade ⁶	\$ 20.00
Ultimate Upgrade ⁶	\$ 50.00
Home WiFi	\$ 5.95

⁶ Turbo, Extreme or Ultimate Upgrade can be added to Standard.

PHONE

TWC Phone Unlimited	\$ 39.95
TWC Phone Tri-State	\$ 29.95
Second Line ⁷	\$ 29.95
International OnePrice ⁸ Plan ⁸ (additional)	\$ 20.95
Global Penny Phone Plan (additional)	\$ 2.95
Voicemail Service (per phone number)	\$ 3.95
Private Listing (per phone number)	\$ 3.50

⁷ Requires primary TWC Phone line.

⁸ Subscription to TWC Phone with TV and/or Internet is required.

EQUIPMENT & EXTRAS

Digital, HD, DVR or HD-DVR Set-Top Box and Remote Package (includes Set-Top Box and Remote)	\$ 11.75
DVR Service Fee (per DVR)	\$ 12.99
Enhanced DVR (per DVR)	\$ 15.99
Whole House DVR or Enhanced Whole House DVR Service (per WH-DVR)	\$ 19.99
The Guide	\$ 3.25
CableCARD (each)	\$ 2.50
Digital Adapter and Remote	\$ 4.00
Internet Modem Lease	\$ 10.00

INSTALLATION/SERVICE CALL (PER ACTIVITY)

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

REGULAR MEETING, TOWN OF MOUNT HOPE, AUGUST 7, 2017
www.townofmounthope.org

APPROVED
DRAFT

The regular meeting of the Town Board of the Town of Mount Hope was held at Town Hall on August 7, 2017 @ 7:30pm with the following present: Supervisor Chad Volpe, Councilman Matt Howell, Councilman Brian Carey, Councilwoman Janet Sutherland, Councilman Dominick Cambareri and Town Clerk Kathleen Myers.

OFFICIALS PRESENT: Highway Supt. Hassenmayer, Police Chief Rickard, Atty. D. Bavoso.

Supervisor Volpe started the meeting with the Pledge of Allegiance. He asked for cell phones to be silenced and/or turned off.

7:30PM PUBLIC HEARING FOR THE CABLE FRANCHISE AGREEMENT:

Supervisor Volpe stated the public hearing notice is on the table for anyone wanting to see it. He asked for comments. Atty. Bavoso introduced Kevin Egan from Spectrum. Mr. Egan added that he would address any questions/concerns. Supervisor is happy we're adding additional customers on line. It's been a long time coming. Board members did not have any questions. Atty. Bavoso brought up a question on density requirements. He asked Mr. Egan to explain it. K. Egan: from a density perspective in the franchise agreement, there's a requirement per the DSC within the agreement that we would serve a minimum density of 25 for the T/O Mount Hope. When there's an area in the town that's unserved, we measure from the nearest point that we have to connect into our network to serve that density. If it meets the 25, then we are obligated to serve. If it's less, then there's some calculations that go into it that's per DSC, there's an aid to construction that is identified for those residents for those homes. When we measure that 25, it is actually based on standard drops. Within the franchise agreement, there is a distance from the street to the house to within 200' & if it's in the 200' then that counts as a standard drop. Anything over that is not a standard drop. The obligation of the franchise is to extend our network to any density area within the town that is 25 homes or greater. Frank Ketcham wondered when he's going online. He lives on Mountain Road. Mr. Egan is not familiar with Mountain Road. He's not sure of communication on Mountain Road. Ketcham: the lines are all in – just waiting for the salesman to come around. Mr. Egan will take Mr. Ketcham's info and will get back to him. Jim Kowalczyk asked if this was Time Warner. Egan: TWC was purchased by Charter Communications. He is a legacy Time Warner Cable employee. Today we are all Charter Comm. employees. Kowalczyk: will they go down Finchville Tpk? Egan: not sure of that area either. He will get info from Mr. Kowalczyk and get back to him. Kowalczyk: it ends on Mill Pond & they wanted \$9000 to go to his house. Councilman Cambareri: the question that most people will have is who do they call to see if they qualify for the density rules to be hooked up. Rules have changed since the previous agreement- where does everyone start? Egan: the 1st place a resident would start is the service ability center. He will provide that contact info for the town. Cambareri: we would post that on our website. Mr. Egan added that if there are areas such as you're mentioning that the town thinks there might be a density item – you can contact him and he will get the info to his construction team. Diane Loeven: spoke re: several little pockets within the town underserved. There might be 10 homes that are within a mile either way of service but there's a little pocket in the middle that is not. How does – they will never meet the 25 – would they get incorporated into one end or the other when they're looking at the density of that? Egan: a density or houses that are already built were in all likelihood taken into consideration in the last bill - a line extension or build out for those homes. We're talking about 10 homes that are in the middle of an area that are unserved – we'd have to look at them. We'd have our construction team go out – look either way to decide whether or not it's feasible/makes sense. You mentioned a mile – so you want to address that. When we're talking about 25 homes/mile – if it's a ½ mile – it's 12 ½ homes/mile. You're not looking at necessarily a whole mile. It's increments of. Loeven: that answers my question. Kowalczyk: we're roughly 2000'. You end on Mill Pond. To our driveway another 1000' to our house and it was \$9000 to run it which is a little bit too much. Kathy Hosking: the original agreement with Time Warner was every resident in the town of Mount Hope was supposed to be serviced. Egan: I'm not familiar with that language in the original agreement. Bavoso: no, we saw one that we think had been proposed in the past but we weren't able to find a fully executed one. It was well before his time here. Mary Maurizio asked Mr. Egan if he could look back in his files. Egan: I don't have all the files – he can look. Would the old agreement override this new one? Egan: no. Councilman Cambareri thanked Mr. Egan for coming.

MOTION TO CLOSE PUBLIC HEARING:

MOTION offered by Councilman Cambareri 2nd Councilman Howell to close the public hearing at 7:38pm. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

MOTION TO APPROVE CABLE FRANCHISE AGREEMENT:

MOTION offered by Councilman Cambareri 2nd Councilwoman Sutherland to approve the proposed cable franchise agreement. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.
(Agreement will be on file in the town clerk's office)

REGULAR MEETING, TOWN OF MOUNT HOPE, AUGUST 7, 2017

www.townofmounthope.org

7:39PM PUBLIC HEARING ON PROPOSED LOCAL LAW #2 ENTITLED: ESTABLISHING THE PROCUREMENT POLICY OF THE TOWN OF MOUNT HOPE:

Supervisor Volpe opened the public hearing at 7:39pm. The public hearing notice is on the table. Councilman Howell explained that one of the main changes from the procurement policy that was passed in January 2017 was the increase in the thresholds that's set by the state for the minimum dollar values for the bid process. The other thing we added was the ability for the town to use what's known as the 'best value' practice. That will allow us to not necessarily just pick the lowest bidder but if we feel that the next highest or even the highest bidder has a better value for the town to use – it allows us to go down that avenue to make the choice to use a local contractor or any other # of stipulations which are defined by the 'best value' practice. This way just allows us something more to use within the procurement policy. Supervisor asked if any board members had questions. Councilman Cambareri: we went over everything last meeting. Alison Miller asked if there's specific guidelines how to determine the best value. Councilman Howell: yes. He read the following: the basis for awarding the contract for services to the offerer which optimizes quality, cost & efficiency among responsive & responsible offerers; could be used for service and purchase of goods. Bavoso: basically section 163 of the state finance law actually defines the term. The basis is to reflect objective and quantifiable measures as much as it can. So, it is gonna be a little bit of a case by case basis but as long as the board puts it on record why that's the best value – it will typically satisfy the state requirement. Howell: another section describes: best value will be thorough and accurate documentation & may include but not limited to the cost of maintenance, durability, availability of replacement parts, maintenance contractors, longer product life, product performance criteria, quality of craftsmanship or compatibility with existing town buildings or property.

MOTION TO CLOSE PUBLIC HEARING:

MOTION offered by Councilman Cambareri 2nd Councilwoman Sutherland to close public hearing at 7:43pm. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

MOTION TO APPROVE LOCAL LAW #2 ENTITLED: ESTABLISHING THE PROCUREMENT POLICY OF THE TOWN OF MOUNT HOPE:

MOTION offered by Councilman Howell 2nd by Councilman Cambareri to approve Local Law #2 entitled Establishing the Procurement Policy for the Town of Mount Hope. (copy at end of minutes) All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

RESOLUTION TO ACCEPT PRIOR MEETING MINUTES:

MOTION offered by Councilman Cambareri 2nd Councilman Howell to approve the minutes from July 17, 2017 meeting as submitted. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

CORRESPONDENCE:

1. Invite from Cornell to Bountiful Harvest 9-16-17 5pm @ 4H property
2. Letter from Real Property Tax office re: 2017 Tax Collector's settlement
3. Hold Harmless agreement for Otisville Country Fair
4. Letter from Chief Rickard re: 2 resignations (Beebe/VanCura) 2 new hires (W. Sherwood/S. Winchell)
5. 3 window estimates for town hall
6. Highway budget modification
7. County Public hearing notice re: Alteration of Town Boundaries Town of Monroe/Town of Palm Tree Aug 15, 2017 6:30pm at Central Valley Elem. School Auditorium
8. Letter from DEC re: Annual inspection of HV Treatment plant - satisfactory
9. Letter from DEC re: proposed lands of Lazier subdivision sewer extension
10. T/O Walkkill public hearing notice Aug. 14, 2017 7:30pm at town hall re: area variance
11. Mortgage tax receipts from county of Orange re: April, May, June

BOARD MEMBER REPORTS:

Councilman Cambareri reported that everything is in compliance with the SPEDES permit. Sewer extension for Lazier under the guidelines of our existing SPEDES permit we meet the guidelines so they will accept just the engineers' drawings to be approved without applying for a separate SPEDES permit. That will speed up the process quite a bit. Can't speak on summer camp because I was a way for 2 weeks. Councilwoman Sutherland reported that there are 106 library cards. The ZBA has been quiet this summer. The planning board is scheduled for August 16. She met someone over the weekend that has an issue with water drainage/water runoff off of Highland Lakes Road. Part of that is Mount Hope and part is Walkkill. Supervisor asked Dean if we could go look at it. Dean said yes – he needs address. Sutherland: name is Pilet. He is not the T/O Mount Hope. The problem is on Highland Lakes road that he says its coming from. She met him at an engagement party this weekend. He lives on the Walkkill section of the road but he's saying that the problem is from the T/O Mount Hope side. Supervisor: so it's originating on our side. Sutherland: yes. Hassenmayer stated it's new to him but he can look at it. She thanked him.

REGULAR MEETING, TOWN OF MOUNT HOPE, AUGUST 7, 2017

www.townofmounthope.org

BOARD MEMBER REPORTS CONT.:

Councilman Carey apologized for missing the last meeting. He was upstate NY and couldn't get out of a work thing. Minisink football just started this week. He will more to report next time. Four days left of summer camp. Everything going good so far.

Councilman Howell reported the master plan committee meeting was cancelled the day of on short notice. There's a projected date & once it's finalized he will pass it along. Two weeks ago he & Brian went to the OC Assoc. of Towns/Cities/Villages & Cty. Exec. Neuhaus spoke re: veteran's services and the veteran's van. They have scheduled pick up points within the county. They take veterans to their VA doctor appointments. He asked Mrs. Maurizzio if she knew of anyone in Mount Hope that uses this service. She did not know. There are various pick up points: Port Jervis, Greenville, Middletown, Montgomery, Newburgh, Goshen, Warwick, Greenwood Lake & Monroe. If anyone is interested – we could see about getting a pick up point. One of the topics was availability to get the veterans inside especially in the winter when the have to wait for the van to pick them up. They're trying to find new places that are open extended hours. Supervisor Volpe added that we could use the senior center as a pick up point. Councilman Carey stated that one of the things they brought up was the police stations for pick up. Howell: If Lou or anyone else would like to look into having that service brought in to Mount Hope – if it's not already utilized. Carey: believes they go to Castle Point & West Point. Howell: they also go to the Bronx leaving from Middletown.

Supervisor Volpe reported the hand dryers are in place in the restrooms here and in the senior center. He'd like to see more things go green this year. Before the end of the year we will break even on them. He asked Dean if summer rec supplies could be picked up on Friday. Hassenmayer asked if there's a certain time or person to be contacted. The supervisor will set everything up for him. Everything will be ready. Hassenmayer stated that normal time would be after morning break. Supervisor: we'd be able to get 85-90% of it. Cambareri: what we don't get on Friday – we'll go back on Monday.

COMMITTEE REPORTS:

HIGHWAY DEPARTMENT by Supt. Hassenmayer:

He reported that he had 3 contractors come and look all the windows in town hall. The windows in the meeting room would remain an awning window. They crank out. The offices we talked about 2 double hung windows; they tilt in for cleaning. He recommends Northern Windows – they are under \$10,000 but they have a time frame (10-12 weeks from the time of order). Install time is a couple days. The inside colors may not be gray. We would be responsible for painting the trim. The outside is a bronze color. Supervisor Volpe: in the winter when the heat is not blowing, you can feel the wind coming in. He knows Dean & Kathleen have been here significantly longer than he has, but he doesn't know of anytime that they've been replaced. Dean: doesn't think they have been. Cambareri: the Anderson windows come with 20 year warranty. Hassenmayer suggested holding off on approving the snow & ice contract from the county until he sees what the salt bids are. They should be open next week. By next meeting he should have an answer. Paving is complete. Hidden Valley was finished up in a rain storm. Our guys stayed until we were finished & also the T/O Greenville guys stayed. If you see anyone from Greenville – pass on our thanks. The roof update: we need 2-3 good days of weather. We have 2 days of application to do yet. All seams have been sealed. Primer coat of this material has been put over the seams. It's the fact of spreading this material over the entire roof. It needs 48 hours to cure. Not sure if they'll get to finish this week due to weather. Councilman Carey added that he's still working on the internet at the park.

OTISVILLE FIRE:

Their meeting is tonight.

POLICE DEPARTMENT by Chief Rickard:

Chief Rickard reported things went well with the yard sale. He met with the fair committee. He & Chad met with the moon festival committee. They're both moving along. He spoke with fair committee and explained how they'll go about it. He asked for the board to accept the resignations from Jason Beebe & Peter VanCura effective 8-8-17. He requested to hire 2 officers: William Sherwood & Steven Winchell. We can do any questions about them in executive session. Both are certified and would like them to be effective 8-8-17. Councilman Carey requested to meet them. Chief will try to have them all come in to the next meeting.

VILLAGE OF OTISVILLE:

Trustee Loeven reported the yard sale was a big success. Due to weather, probably wasn't as overwhelming as it usually is – but steady all day. She will meet with Anna to have a recap meeting if she's available Friday.

ROSE PHILLIPS - MAGIC BOOK BOX LITTLE LIBRARY:

Supervisor Volpe reported that the library dedication is July 10, 2017 at 5:00pm at the senior center approx. 15 minutes long. There will be light refreshments after. Open to everyone. Bring a book! Town Clerk added that so far the book box in the hallway has filled up 2x. Working on a 3rd. We've gotten a good response on it!

REGULAR MEETING, TOWN OF MOUNT HOPE, AUGUST 7, 2017

www.townofmounthope.org

TOWN WIDE NEWSLETTER:

Supervisor Volpe reported the newsletter deadline is August 21. Any board members wanting to contribute an article may do so. Anything anyone wants to write about. It will take a week or so to get it. Kathleen did it in a week or so last time once we saw what would fit where. He would like to get them out sooner than later. He requested Dean to put the spring dates in there.

MOON FESTIVAL:

Supervisor Volpe reported that he & Paul met with their committee last week. It went well. They requested to borrow the highway cones for the day of the event. They will put them out -if we could get them to them. Supervisor will loan them our banner like we did last year to use as a back drop. We can inventory the # of cones. Dean said that is fine. The numbers they're expecting - Paul thought it best that there's 2 officers there for entire event. They had no objection. They'll reimburse the town for any cost associated with 2 additional officers. He verified with Dean that they rented the pavilion for 3 days (Fri, Sat, Sun). They will get us proof of insurance. They were told that the attorney would write up a hold harmless agreement. They have no problem fully executing the hold harmless agreement. They requested that the basketball courts closed at noon that day. It was done last year just not for that length of time. Councilwoman Sutherland asked why they are renting for 3 days. Supervisor: they want to set up even more this year, more spots within there. Last year they started setting up at 6am and were barely done by the time they were opening @4. They think there's going to be so many people and they'd like to have a raindate. If it rains Saturday, they'll do it Sunday. She asked Paul if there was about 1,000 people last year. He said there was 350 cars paid at about 2-3 people/car. Paul added there's no orchestra this year. Sutherland: if it rains on the 16th, they want the courts closed on the 17th? Supervisor: yes. No board members had an issue with this. Councilman Cambareri asked how the courts are closed off. Dean said normally we just put a sign. But he will lock them and the tennis courts this year.

MOTION TO CLOSE BASKETBALL COURTS ON SEPT. 16, 2017 AT 12:00 NOON:

MOTION offered by Councilwoman Sutherland 2nd Councilman Howell to authorize the closing of the basketball courts at the town park at 12:00 noon on 9-16-17; raindate 9-17-17 for the moon festival. All in favor: Howell, Carey, Volpe, Cambareri, Sutherland; carried.

LIBRARY CARDS:

Supervisor Volpe asked Kathleen if the # of cards is 20 or 25. She stated 25. He further stated that if we are at 106 now - once we hit 125 - he'd like to be done with it. It's only good for the calendar year. 25 cards - last year for example - we went 2 over into the next 25. So we paid \$2125 for 2 cards. We got 25 but they weren't redeemed. Councilman Carey asked how much they cost. Town Clerk: \$70 or \$75. Supervisor: we still have 18 cards before we have to worry about it. Town Clerk: in the beginning we were cutting it off at Nov. 1st but there's people that come in Nov. 2nd argue they were told they could come in. Sutherland: is that something that could go in the newsletter. Supervisor: yes. It's a lot of money unless we use the whole 125. Councilman Howell suggested starting a waiting list. Atty. Bavoso: you're talking about a soft cap. You limit the #'s until you get enough orders. Supervisor: they automatically bill us when we go over into the next 25. Sutherland: we're at 107 so you want to cap it at 125? Supervisor: unless the board wants to do something different. Atty. Bavoso suggested a motion.

MOTION TO CAP THE LIBRARY CARDS AT 125:

MOTION offered by Councilman Carey 2nd Councilman Howell that the Town Board decided to cap the number of library cards at 125 for the calendar year 2017, however, it reserves the right to order more cards if it determines the demand for additional library cards is enough to justify the purchase of more. All in favor: Howell, Carey, Volpe, Cambareri, Sutherland; carried.

HOLD HARMLESS AGREEMENTS:

Supervisor Volpe stated the Moon Festival folks have no problem with the hold harmless agreement. David will write one for them for Friday-Sunday. The other 2 is for the fair committee. One is for the use of the highway garage. One is for the fair. Which one has changes to it? Bavoso: the one for the fair. Councilman Howell asked if the only difference is the address and the time frame. Bavoso: The time frame being the bigger one. For the barn we have through the 31st because they were still gonna be working on getting things outta there and there was gonna be certain storage there. One agreement was more specific to the use of that barn. The fair itself had more to do with the activities that go on at the fair. Sutherland asked if this was the new one. Supervisor said this is the new one proposed back to us. He asked about the insurance cert and said he was almost sure it has Otisville Lions Club on it & it lists us as additionally insured for the length of...Bavoso: is that the official entity that puts on the fair? Supervisor: that's his question - this says fair committee. What is the fair committee in reference to the insurance that's coming through the Lions Club. All of the references in here doesn't say the Lions Club. Bavoso: we would change that. Supervisor: in essence, the hold harmless agreement for OCF wouldn't even have insurance for the...Bavoso: we just needed to change the terminologies; instead of the OCF we would do Otisville Lions Club as a sponsor of the Otisville Country Fair.

REGULAR MEETING, TOWN OF MOUNT HOPE, AUGUST 7, 2017

www.townofmounthope.org

It's a matter of wording in knowing the entity that actually puts it on. Councilman Cambareri asked Jim Jennings if this is correct. The fair is an event of the Lions Club? Mr. Jennings: project of. Cambareri: Otisville country fair is an acronym not actually an entity? Jennings: no. Cambareri: then all that does have to be changed to the Otisville Lions Club. Councilman Howell questioned the dates 24-27? Jennings: that's correct. Howell: we have to change that because this ends on the 26th. Bavoso: what day does that start? Discussion on dates. Cambareri: when do you actually have it rented for Jim? Jennings: the 21st. Councilwoman Sutherland recalled prior discussion where the dates were the 21-28. Davis will send to board and vote will be next meeting. Bavoso: you can approve it contingent upon the changes.

MOTION TO ACCEPT THE HOLD HARMLESS AGREEMENT WITH THE OTISVILLE LIONS CLUB FOR THE FAIR WITH AMENDMENTS:

MOTION offered by Councilman Cambareri 2nd Councilman Howell to authorize the supervisor to sign the updated hold harmless agreement with the Otisville Lions Club as the project sponsor of the Otisville Country Fair subject to requested changes. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

RESOLUTION TO APPROVE HIGHWAY DEPT.'S BUDGET MODIFICATION:

MOTION offered by Councilman Howell 2nd by Councilman Carey to approve the budget modification as follows: Increase unclassified revenue line D2770 by \$268.32 and increase machinery equipment DB5130.4 by \$268.32. (recycled scrap metal) All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

RECREATION CENTER ROOF BIDS AND COLUMNS BIDS:

Supervisor Volpe reported the bids were horrible. There were 2 bidders for the roof on the pool building. One was \$284,000 and one for \$333,000. The columns' bid was \$159,000. He wants to reject all of them. We got a price 2 ½ years ago and it was around \$40,000 and we said it wasn't prevailing wage & they came back with \$81,000 to redo the roof and now it's \$284,000. Sutherland clarified the #'s. She asked why it was so much more. Supervisor did not know.

TOWN HALL WINDOW REPLACEMENT:

Supervisor called for a motion for the windows. Councilwoman Sutherland asked if this covers the labor as well. Councilman Howell added: each window has the pricing with the size, room it goes in & install price.

MOTION TO ACCEPT BID FROM NORTHERN WINDOWS FOR THE WINDOW REPLACEMENTS AT TOWN HALL:

MOTION offered by Councilman Carey 2nd Councilman Howell to accept the estimates for the town hall window replacements from Northern Windows for \$9,704.00. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

FIRE CONTRACT:

Supervisor stated that he reached out to the attorney, asked him to pull out the fire contract from last year. His understanding is there are 2 options. One option is to put it out to bid like last year. In the contract we executed it also says we can renegotiate in good faith. He wanted to know board thoughts. 3 or 4 months ago we voted to allow Mount Hope Fire Company to dissolve. His recommendation is to give him one meeting so that he can sit with the village to renegotiate; see what # they come back with. If it's not a # that satisfies the board then we can go to bid. We don't have to do it that way. If you want to just go out to bid – he would be happy to do that. He doesn't know who else is going to bid on it. If he's able to negotiate a contract for 2018 at a reasonable price, he thinks it's a waste of money to go out to bid and not like our surprise. Councilman Carey likes his 1st option. Councilman Howell thinks there's enough time to explore the good faith avenue then we have other options from there. Councilwoman Sutherland thinks if he wants to attempt to negotiate that's fine but she thinks it should go out to surrounding fire companies and put it out to bid. Supervisor asked what the closest fire company to us. Sutherland: Howells. Supervisor: Howells will not bid on it because it's territorial in their district. Councilman Cambareri wants to start with the process of renegotiate. Supervisor added that the soonest the attorney could have a bid packet ready for us would be next meeting anyway. Supervisor will be away for a little bit but he will try to have something for next meeting.

BUDGET MEETING DATES:

Supervisor spoke re: possible budget meeting dates, Sept 13, Sept 18 & possibly Sept 25. Budget sheets went out to all department heads. He would like the 1st meeting to be just the board.

MOTION TO SET BUDGET MEETING DATES FOR 2018 TOWN BUDGET:

MOTION offered by Councilman Carey 2nd Councilman Howell to set budget meeting dates for the 2018 town budget on Sept. 13, Sept. 18 and Sept. 25 at 6:00pm at the town hall in the meeting room. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

REGULAR MEETING, TOWN OF MOUNT HOPE, AUGUST 7, 2017

www.townofmounthope.org

MOTION TO ACCEPT RESIGNATION FROM POLICE OFFICER JASON BEEBE:

MOTION offered by Councilman Cambareri 2nd Councilman Howell to accept resignation from Jason Beebe effective 8-8-17. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

MOTION TO ACCEPT RESIGNATION FROM POLICE OFFICER PETER VANCURA:

MOTION offered by Councilman Cambareri 2nd Councilman Howell to accept resignation from Peter VanCura effective 8-8-17. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

MOTION TO APPROVE HIRING STEPHEN WINCHELL AS A PART TIME NON-COMPETITIVE POLICE OFFICER:

MOTION offered by Councilman Carey 2nd Councilwoman Sutherland to approve the hiring of Stephen Winchell as a part time non-competitive police officer effective 8-8-17. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

MOTION TO APPROVE HIRING WILLIAM SHERWOOD AS A PART TIME NON-COMPETITIVE POLICE OFFICER:

MOTION offered by Councilwoman Sutherland 2nd Councilman Carey to approve the hiring of William Sherwood as a part time non-competitive police officer effective 8-8-17. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

MOTION TO AUDIT THE CLAIMS:

MOTION offered by Councilman Howell 2nd Councilman Carey to approve the following bills:

GENERAL A:	#437-486	\$106955.54
GENERAL B:	#60-63	\$ 1745.73
HIGHWAY:	#114-117	\$ 33787.45
SEWER:	#57-61	\$ 5519.82
CAP RES GEN A:	#1	\$ 40000.00
CAP RES GEN B:	#10	\$ 13760.96

All in favor: Howell, Carey, Volpe, Cambareri; nay – Sutherland; carried.

PUBLIC PARTICIPATION:

Diane Loeven: senior trip on August 20, 2017; she spoke re: Leo Ortiz/Veteran (she will give Matt his number); Hometown Helpers having a volunteer orientation for approx. 2 hours/no date yet but likely a week from Saturday at the village hall. She spoke re: moon festival and where the vendors set up. Chief explained the map given and where touch a truck was for community day. She added that they did come to a village meeting. Chief: they're closing at 8 but giving until 9 to disperse. Supervisor asked her about the curtains for the senior center. She is waiting on the catalogs. Supervisor noted we are coming up on 2 year anniversary of CPR/AED class. He asked her to see if seniors would be interested. He spoke re: defensive driving class possibly. He had a couple requests. She noted that AARP holds the class for a nominal cost. Other people she contacted were much more expensive. She will ask the seniors. He asked her to let seniors know about the NARCAN class also on Sept. 23, 2017 at 2pm. Councilman Carey added that defensive driving needs approval for class size through the state. He uses Daytona and is sure if 25 people were committed he could probably get the instructor he pretty cheap but the other alternative is to go online and do it.

Mary Maurizio thanked the town clerk for putting her letter in the minutes. She spoke re: amendment to print size to an attachment from the previous minutes. Councilman Carey asked the attorney about the print size of minutes. Atty. Bavoso stated there's no provision in NYS law that dictates the font of minutes. Councilwoman Sutherland asked what they're required to have. Bavoso: there's nothing in NYS law that completely regulates content as long as it's an accurate representation of what occurred at that particular meeting. There's nothing that says minutes have to be verbatim nor nothing attached. The board can approve the minutes as presented.

BOARD COMMENTS:

Councilman Howell asked about the alarm system and the new windows. Cambareri: alarm company will have to be contacted. Window bands were done a long time ago.

Councilman Carey thanked everyone for community day. He went to a village board last week. He's a contractor for the village. Today marks the 16th month that we've not had a village liaison at a village board meeting. April 7, 2016 was the last time someone went. He has an issue when certain things aren't relayed back/forth.

Councilwoman Sutherland thanked Kathleen for all her hard work.

Councilman Cambareri asked Paul when he & Jim could meet with him to debrief about community day. He said they're wide open and meet now that he's back from vacation. Cambareri: there's some things to go over for next time. They agreed on the 15th at 7pm.

Councilman Howell referred to the committee list. He went to an Assoc. of Towns meeting. He met with a rep from OC Partnership & talking with other officials in the county about how to get businesses into the town. This is something we looked into and will be part of the master plan.

REGULAR MEETING, TOWN OF MOUNT HOPE, AUGUST 7, 2017

www.townofmounthope.org

If we're not on the map they won't come to town. He would like to have an additional duty to handle some economic development even if just to be the contact person with these agencies. Supervisor Volpe has no problem with that. Only thing coming to town now is solar. Some things he's heard that people would like to see out here is a pharmacy, mom-n-pop things.

Supervisor Volpe reminded everyone of the library dedication at the senior center on Thursday at 5pm.

RESOLUTION TO ADJOURN MEETING:

MOTION offered by Councilman Howell 2nd by Councilman Carey to adjourn the meeting at 8:57pm. All in favor: Howell, Carey, Volpe, Sutherland, Cambareri; carried.

The next meeting is scheduled for August 21, 2017 at 7:30pm at the Mount Hope Town Hall, 1706 Rte. 211 West, Otisville.

Respectfully submitted,

Kathleen A. Myers, RMC
Town Clerk

This is to certify that this is a true and accurate copy of the information on the original local record on file with the Town Clerk's office of the Town of Mount Hope, N.Y.

Kathleen Myers 8/22/2017
Signature Date

Do not accept this document unless the raised Seal of the issuing locality is affixed thereon.

REGULAR MEETING, TOWN OF MOUNT HOPE, AUGUST 7, 2017
www.townofmounthope.org

LOCAL LAW NO. 2 OF 2017
A LOCAL LAW ESTABLISHING THE PROCUREMENT POLICY OF
THE TOWN OF MOUNT HOPE

Purpose:

The Town of Mount Hope seeks to update its Procurement Policy to meet the monetary threshold standards of §103(1) of the General Municipal Law of the State of New York. The Town of Mount Hope also seeks to employ the "best value" approach to procurement. Pursuant to §103(1) of the General Municipal Law, any use of the "best value" approach must be authorized by local law.

Legislation:

The Town of Mount Hope does hereby adopt the following procurement policies and procedures:

- 1. Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal Law 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.
- 2. All purchasers of a.) supplies or equipment which will exceed \$20,000 in the fiscal year or b.) public works contracts over \$35,000 shall be formally bid pursuant to General Municipal Law 103.
- 3. All estimated purchases of:
 - *Less than \$20,000 but greater than \$5,000 require a written request for a proposal (RFP) and written/fax/email quotes from 3 vendors.
 - *Less than \$5,000 but greater than \$1,000 require an oral request for the goods and oral/fax/email quotes from 2 vendors.
 - *Less than \$1,000 are left to the discretion of the purchaser.All estimated public works contracts of:
 - *Less than \$35,000 but greater than \$10,000 require a written RFP and RFP and fax/email/proposals from 3 contractors.
 - *Less than \$10,000 but greater than \$1,000 require a written RFP and fax/email/proposals from 2 contractors.
 - *Less than \$1,000 are left to the discretion of the purchaser.Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The purchaser shall compile a list of vendors from who written/fax/oral/email quotes have been requested and the written/fax/oral/email quotes offered.

All information gathered in complying with the procedures of this guideline shall be preserved and filed with the documentations supporting the subsequent purchase of public works contract.
- 4. The quote representing the best value to the Town shall be awarded the purchase or public works contract. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.
- 5. A good faith effort shall be made to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

REGULAR MEETING, TOWN OF MOUNT HOPE, AUGUST 7, 2017
www.townofmounthope.org

- 6. Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:
- A. Acquisition of professional services;
 - B. Emergencies;
 - C. Sole source situations;
 - D. Goods purchased from agencies for the blind or severely handicapped;
 - E. Goods purchased from correctional facilities;
 - F. Goods purchased from another governmental agency;
 - G. Goods purchased at auctions;
 - H. Goods purchased for less than \$1,000;
 - I. Public works contracts for less than \$1,000.
- 7. This policy shall be reviewed annually by the Town Board at its organization meeting or as soon thereafter as is reasonable and practical.
- 8. The Town Board may award purchase contracts and service contracts that have been procured pursuant to competitive bidding or otherwise under New York General Municipal Law § 103, Subdivision 1, or this chapter by either the lowest responsible bidder standard or the "best value" standard.
- A. "Best value" is defined in State Finance Law § 163 to mean "the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in Subdivisions 1, 7, 15 and 20 of § 310 of the New York Executive Law to be used in evaluation of offers for awarding of contracts for services." For purposes of this Guideline No. 9, the Town Board adopts the above definition of "best value," as the same may be modified from time to time by the State Legislature.
 - B. Pursuant to New York General Municipal Law § 103, Subdivision 1, the "best value" standard may be used for purchase contracts, including contracts for service work, but it excludes and may not be used for any purchase contracts necessary for the completion of public works contracts pursuant to New York Labor Law Article 8.
 - C. Whenever any contract is awarded by the Town Board on the basis of "best value" instead of the lowest responsible bidder, the basis for determining "best value" will be thoroughly and accurately documented. Such documentation may include, but is not necessarily limited to, the cost of maintenance; durability; availability of replacement parts or maintenance contractors; longer product life; product performance criteria; quality of craftsmanship; or compatibility with existing Town buildings or property.
- 9. If the monetary thresholds of New York General Municipal Law § 103 are increased or decreased in the future by the State Legislature, the monetary thresholds set forth herein will be deemed simultaneously amended to match the new General Municipal Law thresholds.

PLEASE TAKE NOTICE TO THE EXTENT THAT THIS LOCAL LAW MAY CONFLICT WITH APPLICABLE PORTIONS OF THE TOWN LAW OF THE STATE OF NEW YORK, IT IS THE STATED INTENTION OF THE TOWN TO EXERCISE ITS AUTHORITY TO SUPERSEDE AND AMEND, AS GRANTED UNDER THE MUNICIPAL HOME RULE LAW OF THE STATE OF NEW YORK, SECTION 10. THE TOWN HEREBY PROVIDES NOTICE THAT IT IS EXERCISING ITS AUTHORITY TO SUPERSEDE AND AMEND PURSUANT TO MUNICIPAL HOME RULE LAW OF THE STATE OF NEW YORK SECTION 22.

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Mount Hope, New York, hereinafter referred to as the "Grantor" and Time Warner cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

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

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("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 Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and any state or federal regulatory fees; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

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

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

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

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

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

SECTION 3
Franchise Renewal

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

SECTION 4
Indemnification and Insurance

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

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

4.2 Insurance.

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

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

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

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

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

SECTION 6

Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty-five (25) residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such a residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System in accordance with the applicable provisions Section 895.5 of the regulations of the NYPSC. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

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

6.4 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.

6.5 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes

within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

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

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

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

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

SECTION 8

Conditions on Street Occupancy

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

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

event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

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

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

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

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

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

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice"

shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

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

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

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

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

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

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

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise

or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

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

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

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

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

SECTION 11 **Transfer of Franchise**

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

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize

the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

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

SECTION 14

Enforcement or Revocation

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

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

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a

written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

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

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

14.5 Revocation.

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

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also

conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

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

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

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

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

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to

the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

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

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Mt. Hope
Attn: Supervisor
1706 Route 211W
Otisville, NY 10963
Email: supervisor@townofmounthope.org

Grantee: 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

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of

way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

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

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

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

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

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

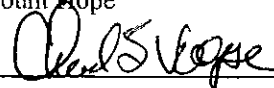
15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect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

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

Considered and approved this ___ day of _____, 20_____.

Town of Mount Hope

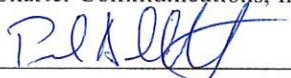
Signature: _____



Name/Title: CHNO VOLPE, Supervisor

Accepted this 29 day of September, 2017, subject to applicable federal and State law.

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

Signature: 

Name/Title: VP Local Gov. Affairs & Franchising

TIMES HERALD-RECORD

P.O. Box 2046, 40 Mulberry Street, Middletown, NY 10940

State of New York:
County of Orange: ss:

Elizabeth Rapalo

Being duly sworn deposes and says that the Local Media Group, Inc. is organized under the laws of the State of New York and is, at all the times hereinafter mentioned, was the printer and publisher of the Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Rockland, Dutchess, Pike, PA, Delaware and Sullivan, Counties, published in the English language in the City of Middletown, County of Orange, State of New York, that deponent is the

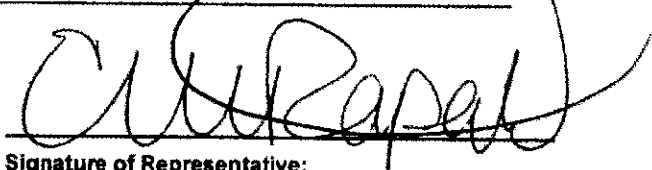
Legal Advertising Rep.

of said The Times Herald-Record acquainted with the facts hereinafter stated, and duly authorized by said Corporation to make this affidavit; that the

Public Notice

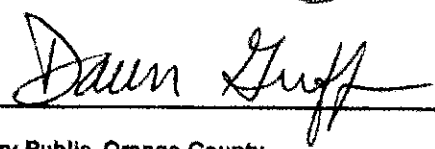
a true printed copy of which is attached, has been duly and regularly published in the manner required by law in said The Times Herald-Record in each of its issues published upon each of the following dates, to wit: In its issues of:

07/22/2017



Signature of Representative:
Elizabeth Rapalo

Sworn to before me this 24 Day of July 2017



Notary Public, Orange County

DAWN M GRIFFIN
Notary Public - State of New York
No. 01GR4832209
Qualified in Orange County
My Commission Expires 7/31/2021

NOTICE OF PUBLIC HEARING

TOWN OF MOUNT HOPE
COUNTY OF ORANGE
STATE OF NEW YORK

PUBLIC NOTICE is hereby given that there has been presented to the Town Board of the Town of Mount Hope, Orange County, New York, a proposed Agreement entitled "Cable Franchise Agreement". The proposed Agreement is between the Town of Mount Hope and Time Warner Cable Northeast, LLC, locally known as Charter Communications.

The full text is on file for public review at the Office of the Town Clerk, 1706 Route 211 West, Otisville, New York during regular business hours.

THEREFORE, pursuant to Law, the Town Board of the Town of Mount Hope will hold a public hearing on the aforesaid proposed Franchise Agreement in the meeting room at 1706 Route 211 West, Otisville NY 10963, at 7:30 p.m. on the 7th day of August, 2017, at which time all interested persons will be heard.

DATED: July 19, 2017

BY ORDER OF THE TOWN BOARD
Kathleen A. Myers, Town Clerk

put through for
8/7/17 mtg.

TIMES HERALD-RECORD

P.O. Box 2046, 40 Mulberry Street, Middletown, NY 10940

State of New York:
County of Orange: ss:

Heather McElroy

Being duly sworn deposes and says that the Local Media Group, Inc. is organized under the laws of the State of New York and is, at all the times hereinafter mentioned, was the printer and publisher of the Times Herald-Record, a daily newspaper distributed in the Orange, Ulster, Rockland, Dutchess, Pike, PA, Delaware and Sullivan, Counties, published in the English language in the City of Middletown, County of Orange, State of New York, that deponent is the

Legal Advertising Rep.

of said The Times Herald-Record acquainted with the facts hereinafter stated, and duly authorized by said Corporation to make this affidavit; that the

Public Notice

a true printed copy of which is attached, has been duly and regularly published in the manner required by law in said The Times Herald-Record in each of its issues published upon each of the following dates, to wit: In its issues of:

09/28/2017

Heather McElroy

Signature of Representative:
Heather McElroy

Sworn to before me this 25 Day of Oct 2017

Elizabeth Martha Rapalo

Notary Public, Orange County

ELIZABETH MARTHA RAPALO
Notary Public - State of New York
No. 01RA6344907
Qualified in Orange County
My Commission Expires 07/11/2020

LEGAL NOTICE FOR APPLICATION OF
FRANCHISE RENEWAL

PLEASE TAKE NOTICE that Time Warner Cable Northeast LLC, locally known as Charter Communications, has filed an application for renewal of its Cable Television Franchise in the Town of Mount Hope, Orange County, New York.

The application and all comments filed relative thereto are available for public inspection at the Town of Mount Hope's office during normal business hours. Interested parties may file comments regarding the renewal with the Public Service Commission within 10 days of the date of publication of the notice. Comments should be addressed to Hon. Kathleen Burgess, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.