

Charter

COMMUNICATIONS

October 25, 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
With the Town of Waterford

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 September 5, 2017
3. Fully executed copy of Franchise Renewal Agreement dated September 28, 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 John Lawler, Town Supervisor (w/copy of Encs.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **Time Warner Cable Northeast LLC, locally know as Charter Communications**, for renewal of its Certificate of Confirmation and Cable Television Franchise in the **Town of Waterford, Saratoga 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 September 2017 are:

Town of Brunswick – 3,509
Town of Clifton Park – 10,803
Town of East Greenbush – 4,335
Town of Grafton - 459
Town of Halfmoon – 7,464
City of Mechanicville – 1,538
Town of Pittstown - 928
Town of Schaghticoke – 1,573
Village of Schaghticoke - 157
Town of Stillwater - 111
Village of Stillwater - 550
City of Troy – 10,498
Village of Valley Falls - 139
Town of Waterford – 1,831
Village of Waterford – 576

6. The following signals are regularly carried by the Troy 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 Waterford 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 Brunswick – 0.00 miles
Town of Clifton Park – 1.28 miles
Town of East Greenbush – 5.20 miles
Town of Grafton – 0.00 miles
Town of Halfmoon – 9.51 miles
City of Mechanicville – 7.16 miles
Town of Pittstown – 0.00 miles
Town of Schaghticoke – 0.67 miles
Village of Schaghticoke – 0.00 miles
Town of Stillwater – 0.00 miles
Village of Stillwater – 0.00 miles
City of Troy – 0.50 miles
Village of Valley Falls – 0.00 miles
Town of Waterford – 1.04 miles
Village of Waterford – 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 Waterford Certificate of Confirmation and Franchise Renewal Agreement.

Dated: October 25, 2017

By: Kevin Egan

A handwritten signature in black ink, appearing to read 'K. Egan', with a stylized flourish at the end.

Director of Government Affairs
Charter Communications

📍 Channel Lineup for: 65 Broad St, 12188



Ch. Network

11 WMHT - PBS
 13 WNYT - NBC
 6 WRGB - CBS
 10 WTEN - ABC
 8 WXXA - FOX
 537 5 StarMAX - E
 38 A&E
 1551 ABP News
 541 ActionMAX - E
 29 AMC
 491 America's Auction Network
 140 American Heroes Channel
 132 Animal Planet
 877 Antena 3 Internacional
 1632 Arabic Radio and TV Network
 185 ASPIRE TV
 926 Atres Series
 299 AXS TV
 962 AyM Sports
 806 Azteca América
 256 Baby First TV
 928 BabyFirstTV (SAP)
 929 BabyTV (SAP)
 910 Bandamax
 110 BBC America
 209 BBC World News
 417 BeIN SPORTS
 443 BeIN SPORTS Español
 45 BET
 182 BET HER
 287 BET Jams
 290 BET Soul
 207 Bloomberg Television
 253 Boomerang
 59 Bravo
 382 BTN
 465 BYUtv
 2 C-SPAN
 226 C-SPAN2
 227 C-SPAN3

Ch. Network

416 GOL TV
 51 Golf Channel

Ch. Network

1612 C1R (Russia)
 850 Canal Sur
 856 Caracol
 32 Cartoon Network
 921 Cartoon Network (SAP)
 315 CBS Sports Network
 1401 CCTV-4
 860 CentroamericaTV
 972 Cine Mexicano
 971 Cinelatino
 539 Cinemax - E
 536 Cinemáx - E
 293 CMT
 48 CNBC
 208 CNBC World
 46 CNN
 834 CNN en Español
 36 Comedy Central
 163 Cooking Channel
 137 Crime & Investigation
 875 Cubaplay
 463 Daystar
 980 De Película
 979 De Película Clásico
 135 Destination America
 37 Discovery Channel
 930 Discovery en Español
 924 Discovery Familia
 266 Discovery Family
 180 Discovery Life Channel
 34 Disney Channel
 254 Disney Junior
 265 Disney XD
 925 Disney XD (SAP)
 161 DIY Network
 1457 DWLS Filipino Audio
 1456 DZBB Filipino Audio
 60 El
 865 Ecuavisa Internacional
 936 El Garage TV

Ch. Network

306 MLB Network
 307 MLB Strike Zone

Ch. Network

145 El Rey Network
 596 EPIX
 597 EPIX 2 - E
 599 EPIX Drive-In
 598 EPIX HITS
 24 ESPN
 303 ESPN Classic
 392 ESPN College Extra
 440 ESPN Deportes
 371 ESPN Goal Line/Bases Loaded
 25 ESPN2
 302 ESPNEWS
 370 ESPNU
 811 Estrella TV
 842 Estudio 5
 194 EVINE
 78 EWTN
 945 EWTN en Español
 623 FLIX - E
 292 FM
 42 Food Network
 847 FOROtv
 206 FOX Business Network
 442 FOX Deportes
 891 FOX Life
 70 FOX News Channel
 419 FOX Soccer Plus
 400 FOX Sports 1
 401 FOX Sports 2
 35 Freeform
 169 Fuse
 31 FX
 632 FX Movie Channel
 109 FXX
 134 fyl,
 295 GAC
 827 Galavisión
 490 Gem Shopping Network
 1453 GMA Life TV
 1452 GMA Pinoy TV

Ch. Network

1922 Music Choice - Party Favorites
 1921 Music Choice - Pop & Country

31	Gov Channel
14	Government Access
177	GSN
123	Hallmark Channel
629	Hallmark Movies & Mysteries
518	HBO - E
519	HBO 2 - E
522	HBO Comedy - E
521	HBO Family - E
524	HBO Latino - E
520	HBO Signature - E
523	HBO Zone - E
640	HDNet Movies
41	HGTV
16	Higher Ed Access
471	Hillsong Channel
39	HISTORY
932	HISTORY en Español
933	HITN
47	HLN
176	HSN
484	HSN2
1802	Hustler TV
627	IFC
621	IndiePlex
461	INSP
138	Investigation Discovery
1539	ITV Gold
188	Jewelry TV
1552	Life OK
30	Lifetime
174	Lifetime Real Women
494	Liquidation Channel
64	LMN
179	LOGO
1828	Manhandle
935	Mexicanal
841	Mexico 22
141	Military History

Ch. Network

408	Outdoor Channel
535	OuterMAX - E
187	Ovation
43	OWN
171	Oxygen
377	PAC-12 Arizona
381	PAC-12 Bay Area
376	PAC-12 Los Angeles
380	PAC-12 Mountain

307	MLB Strike Zone
540	MoreMAX - E
538	MovieMAX - E
620	MoviePlex
54	MSG
326	MSG 2
26	MSG Plus
327	MSG2 Plus
49	msnbc
57	MTV
120	MTV Classic
286	MTV Live
119	MTV2
843	Multimedios Televisión
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
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

Ch. Network

560	SHO 2 - E
563	SHO Beyond - E
562	SHO Extreme - E
564	SHO Next - E
565	SHO Women - E
482	Shop Zeal 1
489	Shop Zeal 2
485	Shop Zeal 3
486	Shop Zeal 4

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
1947	Music Choice - Singers & Swing
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
1925	Music Choice - Toddler Tunes
1939	Music Choice - Tropicales
1926	Music Choice - Y2K
931	Nat Geo Mundo
130	Nat Geo Wild
61	National Geographic
308	NBA TV
44	NBC Sports Network
898	NBC Universo
1557	New Delhi TV Limited
310	NFL Network
311	NFL RedZone
312	NHL Network
257	Nick Jr.
288	Nick Music
33	Nickelodeon
262	Nicktoons
83	NY State Legislature
214	NY1 Traffic
316	Olympic Channel
844	Once Canal

Ch. Network

5	TBS
58	TCM
263	TeenNick
861	Tele El Salvador
845	TeleFórmula
912	TeleHit
871	Telemicro
803	Telemundo
872	Television Dominicana

375	PAC-12 Network	488	Shop Zeal 5	1809	TEN
379	PAC-12 Oregon	559	Showtime - E	406	Tennis Channel
378	PAC-12 Washington	566	Showtime Fam. Zn	468	The Cowboy Channel
1805	Penthouse TV (Prem.)	561	Showtime Showcase-E	1450	The Filipino Channel
1404	Phoenix InfoNews	131	Smithsonian Channel	474	The Impact Network
1403	Phoenix N. America	215	Spectrum News	23	The Weather Channel
1811	Playboy TV	1	Spectrum News - Capital Region	542	ThrillerMAX - E
1812	Playboy TV en Español	55	Spike	40	TLC
1595	Polish Radio 1	66	SportsNet New York	573	TMC - E
1596	Polish Radio 3	1550	STAR India GOLD	574	TMC Extra - E
175	Pop	1553	STAR India PLUS	27	TNT
18	Public Access	587	Starz - E	165	Travel Channel
159	QVC	591	Starz Cinema - E	71	truTV
481	QVC2	586	Starz Comedy - E	1542	TV Asia
1581	RAI Italia	582	Starz Edge - E	855	TV Chile
857	RCN Nuestra Tele	603	Starz Encore Action - E	63	TV Land
1807	Real	604	Starz Encore Black-E	184	TV One
128	Reelz	605	Starz Encore Classic - E	867	TV Venezuela
622	RetroPlex	608	Starz Encore Family - E	1575	TV5MONDE
291	REVOLT	606	Starz Encore Suspense - E	1422	TVB1 Cantonese
297	RFD-TV	607	Starz Encore Westerns - E	1423	TVB2 Cantonese
911	Ritmosan Latino	583	Starz in Black - E	1424	TVBE Cantonese
1610	RTN (Russian)	584	Starz Klds & Family - E	1425	TVBS Mandarin
1613	RTVI (Russian)	609	StarzEncore - E	1516	TVBV Vietnamese
1621	Russian Kino	625	SundanceTV	1592	TVP Polonia
1532	Sahara Filmy	870	Super Canal	984	Ultra Cine
1515	SBN (Vietnamese)	853	SUR Perú	985	Ultra Clásico
136	Science Channel	1540	SWAGAT TV	849	Ultra Docu
385	SEC Extra	53	Syfy	918	Ultra Familia
922	Semillitas	464	TBN	915	Ultra Fiesta
1541	SET Asia	946	TBN Enlace USA	919	Ultra Kidz

Ch. Network

937	Ultra Macho
983	Ultra Mex
804	UniMás
255	Universal Kids
62	Univisión
444	Univisión Deportes
895	Univisión tlnovelas
124	UP
28	USA Network
403	Velocity
56	VH1
133	Viceland
913	Video Rola
982	ViendoMovies
874	WAPA América
1260	WCWN - Charge!
15	WCWN - The CW

65	WE tv
126	WGN America
1554	Willow TV
1275	WMHT - Create
1276	WMHT - World
1265	WNYA - Antenna TV
1266	WNYA - Decades
4	WNYA - MyTV
1246	WNYT - Heroes & Icons
1245	WNYT - MeTV
1256	WRGB - Comet
1255	WRGB - TBD TV
91	WRNN - IND
1240	WTEN - getTV
1250	WXXA - Capital OTB
1251	WXXA - Laff
20	WYPX - ION
52	YES Network
1533	Zee TV
1400	ZTC Chinese
923	Sorpresa! TV

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 Albany, Glens Falls, Saratoga Springs, Troy, Effective October 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

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)

DW Amerika	\$9.99
Filipino Pass Plus	\$24.99
TV5MONDE	\$9.99
TVB Jade World	\$39.99
CCTV-4 & CTI Zhong Tian	\$9.95
Mandarin Language Pack	\$19.99
TVJAPAN	\$24.99
Russian Language Package	\$25.99
TV Polonia & Polski Radio	\$19.99
SBTN & TVBV	\$19.99
Rai Italia	\$9.99
Hindi	19.99-\$69.99
ART	\$12.99
Playboy TV	\$12.95
Penthouse	

	\$12.95
Real	\$12.95
TEN	\$12.95
Hustler	\$12.95
Manhandle	\$12.95
VIVID	\$12.95
Adult 3-Pack	\$24.95
INSTALLATION/SERVICE CALL (PER ACTIVITY)	
Primary Installation/Reconnect (when truck roll required) ^A	\$49.99
Trip Charge ^F	\$49.99
Custom Work Labor Charge	\$49.99
Service Call Truck Roll	\$49.99
Wall Fish	\$49.99
Move Transfer	\$49.99
UNRETURNED EQUIPMENT FEES (PER UNIT)	
Spectrum Receiver	\$123.00
CableCARD™ ^E	\$22.00
Tuning Adapter	\$130.00
MISCELLANEOUS CHARGES (PER MONTH)	
Broadcast TV Service Charge	\$7.50
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
Secure Connection (per receiver or CableCARD) ^E	\$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: Albany, NY, City of, Altamont, NY, Village of, Ames, NY, Village of, Amsterdam, NY, City of, Amsterdam, NY, Town of, Argyle, NY, Town of, Argyle, NY, Village of, Ballston Spa, NY, Village of, Ballston, NY, Town of, Berne, NY, Town of, Bethlehem, NY, Town of, Bleecker, NY, Town of, Bolton, NY, Town of, Broadalbin, NY, Town of, Broadalbin, NY, Village of, Brunswick, NY, Town of, Cambridge, NY, Town of, Cambridge, NY, Village of, Canajoharie, NY, Town of, Canajoharie, NY, Village of, Carlisle, NY, Town of, Caroga, NY, Town of, Castleton-on-Hudson, NY, Village of, Charlton, NY, Town of, Cherry Valley, NY, Town of, Cherry Valley, NY, Village of, Chester, NY, Town of, Clifton Park, NY, Town of, Cobleskill, NY, Town of, Cobleskill, NY, Village of, Coeymans, NY, Town of, Cohoes, NY, City of, Colonie, NY, Town of, Colonie, NY, Village of, Corinth, NY, Town of, Corinth, NY, Village of, Crown Point, NY, Town of, Davenport, FL, City of, Day, NY, Town of, Delanson, NY, Village of, Duanesburg, NY, Town of, East Greenbush, NY, Town of, Easton, NY, Town of, Edinburg, NY, Town of, Esperance, NY, Town of, Esperance, NY, Village of, Florida, NY, Town of, Fonda, NY, Village of, Fort Ann, NY, Town of, Fort Ann, NY, Village of, Fort Edward, NY, Town of, Fort Edward, NY, Village of, Fort Johnson, NY, Village of, Fort Plain, NY, Village of, Fultonville, NY, Village of, Galway, NY, Town of, Galway, NY, Village of, Glen, NY, Town of, Glens Falls, NY, City of, Glenville, NY, Town of, Gloversville, NY, City of, Grafton, NY, Town of, Granville, NY, Town of, Granville, NY, Village of, Green Island, NY, Village of, Greenfield, NY, Town of, Greenwich, NY, Town of, Greenwich, NY, Village of, Guilderland, NY, Town of, Hadley, NY, Town of, Hagaman, NY, Village of, Hague, NY, Town of, Halfmoon, NY, Town of, Hampton, NY, Town of (Comcast - TWC Managed), Hartford, NY, Town of, Horicon, NY, Town of, Hudson Falls, NY, Village of, Jackson, NY, Town of, Johnstown, NY, City of, Johnstown, NY, Town of, Kinderhook, NY,

Town of, Kinderhook, NY, Village of, Kingsbury, NY, Town of, Knox, NY, Town of, Lake George, NY, Town of, Lake George, NY, Village of, Lake Luzerne, NY, Town of, Malta, NY, Town of, Mayfield, NY, Town of, Mayfield, NY, Village of, Mechanicville, NY, City of, Menands, NY, Village of, Middleburgh, NY, Town of, Middleburgh, NY, Village of, Milton, NY, Town of, Minden, NY, Town of, Mohawk, NY, Town of, Moreau, NY, Town of, Moriah, NY, Town of, Nassau, NY, Town of, Nassau, NY, Village of, Nelliston, NY, Village of, New Scotland, NY, Town of, Niskayuna, NY, Town of, North Greenbush, NY, Town of, Northampton, NY, Town of, Northumberland, NY, Town of, Northville, NY, Village of, Palatine Bridge, NY, Village of, Palatine, NY, Town of, Perth, NY, Town of, Pittstown, NY, Town of, Plant City, FL, City of, Poestenkill, NY, Town of, Port Henry, NY, Village of, Princetown, NY, Town of, Providence, NY, Town of, Putnam, NY, Town of, Queensbury, NY, Town of, Rensselaer, NY, City of, Richmondville, NY, Town of, Richmondville, NY, Village of, Root, NY, Town of, Rotterdam, NY, Town of, Round Lake, NY, Village of, Salem, NY, Town of, Salem, NY, Village of, Sand Lake, NY, Town of, Saratoga Springs, NY, City of, Saratoga, NY, Town of, Schaghticoke, NY, Town of, Schaghticoke, NY, Village of, Schenectady, NY, City of, Schodack, NY, Town of, Schoharie, NY, Town of, Schoharie, NY, Village of, Schroon, NY, Town of, Schuylerville, NY, Village of, Scotia, NY, Village of, Seward, NY, Town of, Sharon Springs, NY, Village of, Sharon, NY, Town of, South Glens Falls, NY, Village of, St. Johnsville, NY, Town of, St. Johnsville, NY, Village of, Stillwater, NY, Town of, Stillwater, NY, Village of, Stuyvesant, NY, Town of, Ticonderoga, NY, Town of, Troy, NY, City of, Valatie, NY, Village of, Valley Falls, NY, Village of, Victory, NY, Village of, Voorheesville, NY, Village of, Warrensburg, NY, Town of, Waterford, NY, Town of, Waterford, NY, Village of, Watervliet, NY, City of, Whitehall, NY, Town of, Whitehall, NY, Village of, Wilton, NY, Town of, Wright, NY, Town of

0202/0010/0002/0105-0115,0106-0116,0107-0117,0108-0118,0109-0119,0110-0120,0111-0121,0112-0122,0113,

September 5, 2017

RESOLUTION # 97 of the Town of Waterford, NY

RESOLVED, that the Supervisor be and he is hereby authorized to sign a cable tv franchise agreement with Time Warner Cable Northeast LLC as included attached.

Offered by Councilman Ball
Seconded by Councilman McClement
Councilman Ball yes
Councilman Marble yes
Councilman McClement yes
Supervisor Lawler yes

THIS IS TO CERTIFY THAT THIS IS A TRUE
COPY OF A RECORD ON FILE IN THE
OFFICE OF THE TOWN CLERK.
SIGNED *Darlene Dziarcak*
TOWN CLERK, TOWN OF WATERFORD
COUNTY OF SARATOGA, STATE OF N.Y.
DATE *Sept 5, 2017*

Darlene Dziarcak
DARLENE A. DZIARCAK
Notary Public, State of New York
Qualified in Saratoga County
No. 01DZ6006814
My Commission Expires May 11, 20 18

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Waterford, 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 Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- J. "Service Area" shall mean the area described in subsection 6.1 herein.
- K. "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.
- L. "State" shall mean the State of New York.
- M. "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.
- N. "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 thirty-five (35) 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.

9.5 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

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

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

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

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

SECTION 11
Transfer of Franchise

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

SECTION 12
Records

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

SECTION 13
Public Education and Government (PEG) Access

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

SECTION 14
Enforcement or Revocation

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

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

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

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

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

14.5 Revocation.

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

- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

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

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

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

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

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

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon

Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

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

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

Grantor: John Lawler
Town Supervisor
Town of Waterford
65 Broad Street
Waterford, NY 12188
Email: lawlerj@town.waterford.ny.us

Grantee: Kevin Egan
Director, Government Affairs
20 Century Hill Drive
Latham, NY 12210
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.

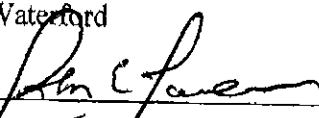
15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

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 5th day of September, 2017.

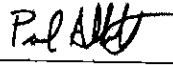
Town of Waterford

Signature: 

Name/Title: John E. Lawler, Town Supervisor

Accepted this 28th 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: Paul Abbott/VP, Local Gov't Affairs & Franchising

Exhibit A

Waterford Town Hall
65 Broad Street
Waterford, NY 12188

Senior/Community Center
125 Second Street
Waterford NY 12188

Water Commission
127 Second Street
Waterford, NY 12188

Wastewater Treatment Plant
41 Mohawk Avenue
Waterford NY 12188

Welcome/Visitor Center
1 Tugboat Alley
Waterford NY 12188

Town Park and Pool Office
36 Ballston Street
Waterford, NY 12188

Highway Garage
35 South Street
Waterford, NY 12188

Account: 91685	Ad ID: 2309300
Name: DARLENE DZIARCAK	Description: Public Hearing 9/5/17
Company: TOWN OF WATERFORD	Run Dates: 08/28/17 to 08/28/17
Address: ?	Class: 101
Telephone: (518) 235-8282	Orig User: SGRUBER
	Words: 148
	Lines: 41
	Agate Lines: 44

**NOTICE OF
PUBLIC HEARING**

**For the approval of a Cable
Television Agreement be-
tween Time Warner
Cable Northeast LLC and
the Town of Waterford.**

PLEASE TAKE NOTICE that
the Town of Waterford will
hold a

Public Hearing on 9/5/2017
at 7 p.m. at the
Waterford Town Hall, 65
Broad Street, Waterford,
New York regarding grant-
ing a cable television fran-
chise agreement by and
between the Town of
Waterford and Time War-
ner Cable Northeast, a/k/a
Charter Communications.

A copy of the agreement
is available for public in-
spection during normal
business hours at the

Town Clerk's office, 65
Broad Street, Waterford,
New York. At such public
hearing, all

persons will be given an
opportunity to be heard.
Written and oral state-
ments will be

taken at that time. Time
limitations may be im-
posed for each oral state-
ment, if necessary.

Dated: August 1, 2017

**By Order of the Board
Town of Waterford**

8/28

2309300

State of New York,
City and County of Schenectady

ss.:

**LEGAL NOTICE FOR AP-
PLICATION OF FRAN-
CHISE RENEWAL**
PLEASE TAKE NOTICE that
Time Warner Cable North-
east LLC, locally known as
Charter Communications,
has filed an application for
renewal of its Cable Televi-
sion Franchise in the Town
of Waterford, Saratoga
County, New York.
The application and all
comments filed relative
thereto are available for
public inspection at the
Town of Waterford's office
during normal business
hours. Interested parties
may file comments re-
garding the renewal with
the Public Service Com-
mission 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 Commis-
sion, 3 Empire State Plaza,
Albany, NY 12223.
10/4 2317098

Sha'Taysia McGill of the City of Schenectady,
being duly sworn, says that he/she is Principal
Clerk in the office of the Daily Gazette Co.,
published in the City of Schenectady and that
the notice/advertisement, of which the annexed
is a printed copy, has been regularly published
in the Daily Gazette and/or Sunday Gazette
as follows:

1 insertion on October 4, 2017

Sha'Taysia McGill
Sworn to me on this 6th day of October, 2017

NOTARY PUBLIC

Alison Cooke
ALISON COOKE
COMMISSIONER OF DEEDS
MY COMMISSION EXPIRES
7/12/19