

# Charter

COMMUNICATIONS

December 27, 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 Rutland

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 November 13, 2017
3. Fully executed copy of Franchise Renewal Agreement dated November 27, 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,



Alice J. Kim  
Director, Government Affairs  
Charter Communications

Enclosures

cc: Honorable Gary Eddy, Town Supervisor (w/copy of Encs.)

**STATE OF NEW YORK**  
**PUBLIC SERVICE COMMISSION**

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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 Rutland, Jefferson County**, New York.

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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: **(315) 634-6170**
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 November, 2017 are:

Town of Adams - 524  
Village of Adams - 409  
Town of Alexandria - 215  
Town of Antwerp - 5  
Village of Antwerp - 146  
Village of Black River - 332  
Town of Brownville - 259  
Village of Brownville - 253  
Town of Cape Vincent - 550  
Village of Cape Vincent - 280  
Village of Carthage - 696  
Village of Castorland - 77  
Town of Champion - 383  
Village of Chaumont - 158  
Town of Clayton - 712  
Village of Clayton - 624  
Village of Copenhagen - 164  
Town of Croghan - 228  
Village of Croghan - 242  
Village of Deferiet - 65  
Town of Denmark - 204  
Village of Dexter - 230  
Town of Diana - 23  
Town of Ellisburg - 192  
Village of Evans Mills - 146  
Village of Glen Park - 106  
Town of Henderson - 395  
Village of Herrings - 0

Town of Hounsfield - 322  
 Town of LeRay - 133  
 Town of Lorraine - 91  
 Town of Lowville - 103  
 Village of Lowville - 953  
 Town of Lyme - 357  
 Village of Mannsville - 82  
 Town of Martinsburg - 160  
 Town of New Bremen - 230  
 Town of Orleans - 671  
 Town of Pamelaia - 721  
 Town of Philadelphia - 91  
 Village of Philadelphia - 265  
 Town of Rodman - 44  
**Town of Rutland - 355**  
 Village of Sackets Harbor - 422  
 Town of Theresa - 68  
 Village of Theresa - 189  
 City of Watertown - 5805  
 Town of Watertown - 1188  
 Town of Watson - 296  
 Village of West Carthage - 405  
 Town of Wilna - 84

6. The following signals are regularly carried by the Watertown 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 Rutland 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 Adams – 0.2 miles  
 Village of Adams – 3.6 miles  
 Town of Alexandria – 0.0 miles  
 Town of Antwerp – 0.0 miles  
 Village of Antwerp – 0.0 miles  
 Village of Black River – 0.0 miles  
 Town of Brownville – 0.0 miles  
 Village of Brownville – 0.0 miles  
 Town of Cape Vincent – 0.2 miles  
 Village of Cape Vincent – 0.0 miles

Village of Carthage – 0.7 miles  
Village of Castorland – 0.0 miles  
Town of Champion – 0.0 miles  
Village of Chaumont – 0.0 miles  
Town of Clayton – 0.2 miles  
Village of Clayton – 0.0 miles  
Village of Copenhagen – 0.0 miles  
Town of Croghan – 0.0 miles  
Village of Croghan – 0.0 miles  
Village of Deferiet – 0.0 miles  
Town of Denmark – 0.0 miles  
Village of Dexter – 0.0 miles  
Town of Diana – 0.0 miles  
Town of Ellisburg – 0.0 miles  
Village of Evans Mills – 0.0 miles  
Village of Glen Park – 0.0 miles  
Town of Henderson – 0.7 miles  
Village of Herrings – 0.0 miles  
Town of Hounsfield – 0.0 miles  
Town of LeRay – 0.0 miles  
Town of Lorraine – 0.0 miles  
Town of Lowville – 0.8 miles  
Village of Lowville – 0.0 miles  
Town of Lyme – 0.8 miles  
Village of Mannsville – 0.0 miles  
Town of Martinsburg – 0.0 miles  
Town of New Bremen – 0.0 miles  
Town of Orleans – 0.0 miles  
Town of Pamela – 0.0 miles  
Town of Philadelphia – 0.0 miles  
Village of Philadelphia – 0.1 miles  
Town of Rodman – 0.0 miles  
**Town of Rutland – 0.5 miles**  
Village of Sackets Harbor – 0.0 miles  
Town of Theresa – 0.0 miles  
Village of Theresa – 0.1 miles  
City of Watertown – 7.9 miles  
Town of Watertown – 0.0 miles  
Town of Watson – 0.0 miles  
Village of West Carthage – 0.0 miles  
Town of Wilna – 0.0 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 Rutland Certificate of Confirmation and Franchise Renewal Agreement.

Dated: December 27, 2017

By: Alice J. Kim



Director of Government Affairs  
Charter Communications

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 Central Sq, Syracuse Suburbs, Tri-Lakes, Tompkins Co, Effective December 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**<sup>G</sup>

\$12.00

**DIGI TIER 2**<sup>G</sup>

\$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](http://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)**

Hindi	19.99-\$69.99
RTN	\$14.99
TV5MONDE	\$9.95
DW Amerika	\$9.99
Filipino Pass Plus	\$24.99
TVB Jade World	\$39.99
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	\$9.95
ART	\$12.99
Playboy TV	\$16.95
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) <sup>A</sup>	\$49.99
Trip Charge <sup>F</sup>	\$49.99
Custom Work Labor Charge	\$49.99
Service Call Truck Roll	\$49.99
Wall Fish	\$49.99
Move Transfer	\$49.99

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

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

**UNRETURNED EQUIPMENT FEES (PER UNIT)**

Spectrum Receiver	\$123.00
CableCARD™ <sup>E</sup>	\$22.00
Tuning Adapter	\$130.00



<sup>E</sup> 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.

**MISCELLANEOUS CHARGES (PER MONTH)**

Broadcast TV Surcharge	\$7.50
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<sup>B</sup> The Broadcast TV Surcharge reflects charges assessed to Charter by broadcast TV stations. It applies to Basic Service and all additional TV services.

**MISCELLANEOUS CHARGES (PER ACTIVITY)**

Late Fee	\$8.95
Reconnection Fee	\$4.99
Insufficient Funds Fee	\$20.00
Phone Payment Processing	\$5.00

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

Spectrum Receiver & Remote (per outlet) <sup>C</sup>	\$5.99
Secure Connection (per receiver or CableCARD) <sup>D,H</sup>	\$1.00
CableCARD (rate includes \$1.00 Secure Connection) <sup>E</sup>	\$2.00
DVR Service Package (up to 4 DVR receivers)	\$19.99
DVR Service (1 DVR receiver)	\$11.99

<sup>C</sup> DVR service required with subscription to DVR or DVR/HD receiver.

<sup>D</sup> 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).

<sup>F</sup> 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.

<sup>H</sup> 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.

<sup>G</sup> Available with subscription to Spectrum TV Select, Silver, Gold, or Mi Plan Latino

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 most 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: Adams, NY, Town of; Adams, NY, Village of; Addison, NY, Town of; Addison, NY, Village of; Afton, NY, Town of; Afton, NY, Village of; Albion, NY, Town of (Oswego); Alexandria, NY, Town of; Alfred, NY, Town of; Alfred, NY, Village of; Almond, NY, Town of; Almond, NY, Village of; Altmar, NY, Village of; Altona, NY, Town of; Amboy, NY, Town of; Antwerp, NY, Town of; Antwerp, NY, Village of; Athens, PA, Borough of; Athens, PA, Township of; Auburn, NY, City of; Ava, NY, Town of; Bainbridge, NY, Town of; Bainbridge, NY, Village of; Baldwinsville, NY, Village of; Bangor, NY, Town of; Barker, NY, Town of; Barneveld, NY, Village of; Barton, NY, Town of; Binghamton, NY, City of; Binghamton, NY, Town of; Bombay, NY, Town of; Boonville, NY, Town of; Boonville, NY, Village of; Brasher,

NY, Town of; Bridgewater, NY, Town of; Bridgewater, NY, Village of; Bridgewater, PA, Township of; Brighton, NY, Town of (Franklin); Brookfield, NY, Town of; Brownville, NY, Town of; Brushton, NY, Village of; Brutus, NY, Town of; Burke, NY, Town of; Burke, NY, Village of; Burlington, NY, Town of; Butternuts, NY, Town of; Cameron, NY, Town of; Camillus, NY, Town of; Camillus, NY, Village of; Campbell, NY, Town of; Candor, NY, Town of; Candor, NY, Village of; Cape Vincent, NY, Town of; Cape Vincent, NY, Village of; Caroline, NY, Town of; Carthage, NY, Village of; Castorland, NY, Village of; Cattlin, NY, Town of; Cato, NY, Town of; Cato, NY, Village of; Caton, NY, Town of; Cayuga Heights, NY, Village of; Cazenovia, NY, Town of; Cazenovia, NY, Village of; Central Square, NY, Village of; Champion, NY, Town of; Champlain, NY, Town of; Champlain, NY, Village of; Chateaugay, NY, Town of; Chateaugay, NY, Village of; Chaumont, NY, Village of; Chazy, NY, Town of; Chemung, NY, Town of; Chenango, NY, Town of; Choconut, PA, Township of; Cicero, NY, Town of; Cincinnatus, NY, Town of; Clay, NY, Town of; Clayton, NY, Town of; Clayton, NY, Village of; Clayville, NY, Village of; Cleveland, NY, Village of; Clinton, NY, Village of; Cold Brook, NY, Village of; Columbia, NY, Town of; Columbus, NY, Town of; Conklin, NY, Town of; Constable, NY, Town of; Constableville, NY, Village of; Constantia, NY, Town of; Cooperstown, NY, Village of; Copenhagen, NY, Village of; Corning, NY, City of; Corning, NY, Town of; Cortland, NY, City of; Cortlandville, NY, Town of; Coventry, NY, Town of; Covert, NY, Town of (2); Croghan, NY, Town of; Croghan, NY, Village of; Cuyler, NY, Town of; Danby, NY, Town of; Danube, NY, Town of; Davenport, NY, Town of; De Witt, NY, Town of; Decatur, NY, Town of; Deerfield, NY, Town of; Deerfield, PA, Township of; Deferiet, NY, Village of; Delhi, NY, Town of; Delhi, NY, Village of; Denmark, NY, Town of; DeRuyter, NY, Town of; DeRuyter, NY, Village of; Dexter, NY, Village of; Diana, NY, Town of; Dickinson, NY, Town of; Dimock, PA, Township of; Dix, NY, Town of; Dolgeville, NY, Village of; Dryden, NY, Town of; Dryden, NY, Village of; Earlville, NY, Village of; East Syracuse, NY, Village of; Eaton, NY, Town of; Edmeston, NY, Town of; Elbridge, NY, Town of; Elbridge, NY, Village of; Elkland, PA, Borough of; Ellenburg, NY, Town of; Ellisburg, NY, Town of; Ellisburg, NY, Village of; Endicott, NY, Village of; Erwin, NY, Town of; Evans Mills, NY, Village of; Exeter, NY, Town of; Fabius, NY, Town of; Fabius, NY, Village of; Fair Haven, NY, Village of; Fairfield, NY, Town of; Fayetteville, NY, Village of; Fenner, NY, Town of; Fenton, NY, Town of; Fleming, NY, Town of; Forestport, NY, Town of; Fort Covington, NY, Town of; Fort Drum, NY, Base of; Fowler, NY, Town of; Frankfort, NY, Town of; Frankfort, NY, Village of; Franklin, NY, Town of (Delaware); Franklin, NY, Town of (Franklin); Franklin, NY, Village of; Franklin, PA, Township of (Susquehanna); Freeville, NY, Village of; Fulton, NY, City of; Geddes, NY, Town of; Georgetown, NY, Town of; German Flats, NY, Town of; Gilbertsville, NY, Village of; Gouverneur, NY, Town of; Gouverneur, NY, Village of; Granby, NY, Town of; Greene, NY, Town of; Greene, NY, Village of; Greig, NY, Town of; Groton, NY, Town of; Groton, NY, Village of; Guilford, NY, Town of; Hamden, NY, Town of; Hamilton, NY, Town of; Hamilton, NY, Village of; Hannibal, NY, Town of; Hannibal, NY, Village of; Harpersfield, NY, Town of; Harrietstown, NY, Town of; Harrisville, NY, Village of; Hartwick, NY, Town of; Hastings, NY, Town of; Henderson, NY, Town of; Herkimer, NY, Town of; Herkimer, NY, Village of; Herrings, NY, Village of; Heuvelton, NY, Village of; Hobart, NY, Village of; Homer, NY, Town of; Homer, NY, Village of; Hornby, NY, Town of; Hounsfield, NY, Town of; Ilion, NY, Village of; Inlet, NY, Town of; Ira, NY, Town of; Ithaca, NY, City of; Ithaca, NY, Town of; Johnson City, NY, Village of; Jordan, NY, Village of; Kirkland, NY, Town of; Kirkwood, NY, Town of; Kortright, NY, Town of; Lacona, NY, Village of; LaFayette, NY, Town of; Lake Placid, NY, Village of; Lansing, NY, Town of; Lansing, NY, Village of; Laurens, NY, Town of; Laurens, NY, Village of; Lawrence, NY, Town of; Lawrence, PA, Township of; Lawrenceville, PA, Borough of; Le Ray, NY, Town of; Lebanon, NY, Town of; Lewis, NY, Town of; Leyden, NY, Town of; Liberty, PA, Township of; Lindley, NY, Town of; Lisle, NY, Town of; Lisle, NY, Village of; Litchfield, NY, Town of; Litchfield, PA, Township of; Little Falls, NY, City of; Little Falls, NY, Town of; Liverpool, NY, Village of; Lorraine, NY, Town of; Louisville, NY, Town of; Lowville, NY, Town of; Lowville, NY, Village of; Lyme, NY, Town of; Lyons Falls, NY, Village of; Lyonsdale, NY, Town of; Lysander, NY, Town of; Madison, NY, Town of; Madrid, NY, Town of; Maine, NY, Town of; Malone, NY, Town of; Malone, NY, Village of; Manheim, NY, Town of; Manlius, NY, Town of; Manlius, NY, Village of; Mannsville, NY, Village of;

Marathon, NY, Town of; Marathon, NY, Village of; Marcellus, NY, Town of; Marcellus, NY, Village of; Marcy, NY, Town of; Martinsburg, NY, Town of; Maryland, NY, Town of; Masonville, NY, Town of; Massena, NY, Town of; Massena, NY, Village of; McGraw, NY, Village of; Mentz, NY, Town of; Meredith (South), NY, Town of; Meredith, NY, Town of; Meridian, NY, Village of; Mexico, NY, Town of; Mexico, NY, Village of; Middlefield, NY, Town of; Middleville, NY, Village of; Milford, NY, Town of; Milford, NY, Village of; Minetto, NY, Town of; Minoa, NY, Village of; Mohawk, NY, Village of; Moira, NY, Town of; Montrose, PA, Borough of; Mooers, NY, Town of; Morris, NY, Town of; Morris, NY, Village of; Morristown, NY, Town of; Morrisville, NY, Village of; Nanticoke, NY, Town of; Nelson, NY, Town of; Nelson, PA, Township of; New Berlin, NY, Town of; New Berlin, NY, Village of; New Bremen, NY, Town of; New Hartford, NY, Town of; New Hartford, NY, Village of; New Haven, NY, Town of; New Lisbon, NY, Town of; New York Mills, NY, Village of; Newark Valley, NY, Town of; Newark Valley, NY, Village of; Newfield, NY, Town of; Newport, NY, Town of; Newport, NY, Village of; Nichols, NY, Town of; Nichols, NY, Village of; Niles, NY, Town of; Norfolk, NY, Town of; North Elba, NY, Town of; North Norwich, NY, Town of; North Syracuse, NY, Village of; Norwich, NY, City of; Norwich, NY, Town of; Norwood, NY, Village of; Oneonta, NY, City of; Oneonta, NY, Town of; Onondaga, NY, Town of; Oriskany, NY, Village of; Orleans, NY, Town of; Orwell, NY, Town of; Osceola, PA, Township of; Oswego, NY, City of; Oswego, NY, Town of; Otego, NY, Town of; Otego, NY, Village of; Otisco, NY, Town of; Otsego, NY, Town of; Otselic, NY, Town of; Owasco, NY, Town of; Owego, NY, Town of; Owego, NY, Village of; Oxford, NY, Town of; Oxford, NY, Village of; Painted Post, NY, Village of; Palermo, NY, Town of; Paris, NY, Town of; Parish, NY, Town of; Parish, NY, Village of; Philadelphia, NY, Town of; Philadelphia, NY, Village of; Phoenix, NY, Village of; Pitcairn, NY, Town of; Pitcher, NY, Town of; Pittsfield, NY, Town of; Plainfield, NY, Town of; Plymouth, NY, Town of; Poland, NY, Village of; Pompey, NY, Town of; Port Byron, NY, Village of; Port Dickinson, NY, Village of; Port Leyden, NY, Village of; Preble, NY, Town of; Prospect, NY, Village of; Pulaski, NY, Village of; Rathbone, NY, Town of; Remsen, NY, Town of; Remsen, NY, Village of; Rensselaer Falls, NY, Village of; Richfield Springs, NY, Village of; Richfield, NY, Town of; Richland, NY, Town of; Richville, NY, Village of; Riverside, NY, Village of; Rodman, NY, Town of; Rouses Point, NY, Village of; Russia, NY, Town of; Sackets Harbor, NY, Village of; Salina, NY, Town of; Salisbury, NY, Town of; Sandy Creek, NY, Town of; Sandy Creek, NY, Village of; Santa Clara, NY, Town of; Saranac Lake, NY, Village of; Sayre, PA, Borough of; Schroepfel, NY, Town of; Schuyler, NY, Town of; Scott, NY, Town of; Scriba, NY, Town of; Sempronius, NY, Town of; Sennett, NY, Town of; Sherburne, NY, Town of; Sherburne, NY, Village of; Sidney, NY, Town of; Sidney, NY, Village of; Silver Lake, PA, Township of; Skaneateles, NY, Town of; Skaneateles, NY, Village of; Smithville, NY, Town of; Smyrna, NY, Town of; Smyrna, NY, Village of; Solvay, NY, Village of; South Corning, NY, Village of; South Waverly, PA, Borough of; Spafford, NY, Town of; Springfield, NY, Town of; Springville, PA, Township of; St. Armand, NY, Town of; Stamford, NY, Town of; Stamford, NY, Village of; Stark, NY, Town of; Sterling, NY, Town of; Stockholm, NY, Town of; Syracuse, NY, City of; Taylor, NY, Town of; Theresa, NY, Town of; Theresa, NY, Village of; Throop, NY, Town of; Thurston, NY, Town of; Tioga, NY, Town of; Tioga, PA, Borough of; Tioga, PA, Township of; Trenton, NY, Town of; Triangle, NY, Town of; Trumansburg, NY, Village of; Truxton, NY, Town of; Tully, NY, Town of; Tully, NY, Village of; Tupper Lake, NY, Town of; Tupper Lake, NY, Village of; Turin, NY, Town of; Turin, NY, Village of; Tuscarora, NY, Town of; Ulster, PA, Township of; Ulysses, NY, Town of; Unadilla, NY, Town of; Unadilla, NY, Village of; Union, NY, Town of; Utica, NY, City of; Van Buren, NY, Town of; Vestal, NY, Town of; Vienna, NY, Town of; Virgil, NY, Town of; Volney, NY, Town of; Waddington, NY, Town of; Walton, NY, Town of; Walton, NY, Village of; Warren, NY, Town of; Watson, NY, Town of; Waverly, NY, Town of; Waverly, NY, Village of; Webb, NY, Town of; Weedsport, NY, Village of; West Carthage, NY, Village of; West Monroe, NY, Town of; West Turin, NY, Town of; West Winfield, NY, Village of; Westmoreland, NY, Town of; Westville, NY, Town of; Whitesboro, NY, Village of; Whitestown, NY, Town of; Whitney Point, NY, Village of; Willet, NY, Town of; Williamstown, NY, Town of; Wilna, NY, Town of; Winfield, NY, Town of; Wolcott, NY, Town of (2); Worcester, NY, Town of; Yorkville, NY, Village of

0202/0001/0010/0001-0101,0002-0102,0003-0103,0004-0104,0005-0045,0006-0046,0007-0047,0008-0048,0009-0039,0010-0040,0059-0069,0060-0120,0065-0085,0066-0086,0067,0068,0087,0088,0089,0105-0115,0106-0116,0107-0117,0108-0118,0109-0119 & 0202/0001/0020/0201-0241,0202-0242,0204-0244,0205-0245,0206-0246,0207-0237,0208-0238,0209-0239,0210-0240,0213-0243,0260-0270,0261-0271,0262-0272,0263-0273,0264-0274,026

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](http://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](http://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/ear logo are trademarks of Time Warner Inc., used under license. All other trademarks are property of their respective owners.



Adams, Antwerp, Black River, Brownville, Cape Vincent, Castorland, Chaumont, Clayton, Copenhagen, Croghan, Deferiet, Dexter, Evans Mills, Ft. Drum, Glen Park, Henderson, Hounsfield, Lowville, Mannsville, Orleans, Pamela, Rutland, Sackets Harbor, Theresa, Watertown

For TWC store locations, please visit [twc.com/stores](http://twc.com/stores)

**TV SERVICES AND PACKAGES**

Starter TV <sup>1</sup>	\$ 12.00
Adams, Antwerp, Black River, Brownville, Cape Vincent, Castorland, Copenhagen, Croghan, Deferiet, Evans Mills, Ft. Drum, Lowville, Mannsville, Sackets Harbor, Town of Watertown	
Essential TV <sup>2</sup>	\$ 8.00
(includes Starter TV and selection of 40+ cable networks)	\$ 49.99
Standard TV	\$ 85.99
(includes Starter TV)	
Preferred TV	\$ 95.99
(includes Starter TV, Standard TV, Variety Pass)	
Variety Pass	\$ 10.00
HD Pass	\$ 5.95
TWC Sports Pass	\$ 10.00
TWC Movie Pass	\$ 10.00
TV en Español	\$ 9.95
Family Choice <sup>3</sup>	\$ 12.99
Broadcast TV Surcharge	\$ 7.50
Sports Programming Surcharge	\$ 2.70

<sup>1</sup> Subscription to Starter TV is required for all TV Packages.

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

<sup>3</sup> 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	\$ 16.95
Penthouse	\$ 12.95
Hustler	\$ 12.95
VIVID	\$ 12.95
TEN	\$ 12.95
REAL	\$ 12.95
Manhandle	\$ 12.95
Adult 3-Pack	\$ 24.95



1-800-TWCABLE  
[twc.com](http://twc.com)

For our latest special offers and promotions,  
please visit [twc.com](http://twc.com)

## INTERNATIONAL PREMIUMS

Arabic (ART)	\$ 12.99
Cantonese (TVB Jade World - TVB1, TVB2, TVBe, TVBS & CCTV4)	\$ 39.99
Filipino (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)	\$ 9.99
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 (Rai Italia)	\$ 9.95
Japanese (TV JAPAN)	\$ 24.99
Mandarin (Mandarin Language Pack - CCTV -4, CTI Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
Polish (TV Polonia & Polskie Radio)	\$ 19.99
Russian (RTN)	\$ 14.99
(Russian Language Pack - CIR, RTN, RTVi & TV 1000 Russian Kino)	\$ 25.99
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	\$ 3.99
Disney Family Movies On Demand	\$ 4.99
Here TV On Demand	\$ 7.99
Too Much For TV On Demand	\$ 14.99

## INTERNET

Everyday Low Price	\$ 19.99
Basic	\$ 49.99
Standard	\$ 59.99
Turbo Upgrade <sup>4</sup>	\$ 10.00
Extreme Upgrade <sup>4</sup>	\$ 20.00
Ultimate Upgrade <sup>4</sup>	\$ 50.00
Home WiFi	\$ 4.99

<sup>4</sup> Turbo, Extreme or Ultimate Upgrade can be added to Standard.

## PHONE

TWC Phone Unlimited	\$ 44.99
International OnePrice <sup>5</sup> Plan <sup>5</sup> (additional)	\$ 19.99
Global Penny Phone Plan (additional)	\$ 2.95
Voicemail Service (per phone number)	\$ 3.95

<sup>5</sup> 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

## OTHER SERVICE CHARGES

Agent Assisted Payment	\$ 5.00
Deposit Fee	\$50-100.00
Late Fee	\$ 8.95
Reconnection Fee	\$ 1.99
Returned Payment Fee	\$ 25.00
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

# 📍 HD Channel Lineup for: 28411 Nys Route 126, 13612

Spectrum logo

Displaying 406 channels.

▶ Did you sign up for TV services before 3/14/2017? [Click here \(\)](#)

Ch.	Network	Ch.	Network	Ch.	Network
2	WNYF - FOX	1612	C1R (Russia)	595	EPIX
8	WPBS - PBS	315	CBS Sports Network	597	EPIX 2 - E
3	WSTM - NBC	1401	CCTV-4	599	EPIX Drive-In
6	WWNC - NBC	13	CJOH - CTV	598	EPIX HITS
4	WWNY - CBS	1237	CJOH - CTV	21	ESPN
5	WWTI - ABC	11	CKWS - CTV	303	ESPN Classic
537	5 StarMAX - E	30	CMT	392	ESPN College Extra
38	A&E	43	CNBC	440	ESPN Deportes
1551	ABP News	208	CNBC World	371	ESPN Goal Line/Bases Loaded
41	AMC	17	CNN	51	ESPN2
185	ASPIRE TV	834	CNN en Español	302	ESPNEWS
299	AXS TV	850	Canal Sur	370	ESPNU
533	ActionMAX - E	856	Caracol	194	EVINE
140	American Heroes Channel	25	Cartoon Network	23	EWTN
24	Animal Planet	921	Cartoon Network (SAP)	945	EWTN en Español
877	Antena 3 Internacional	860	CentroamericaTV	865	Ecuavisa Internacional
1632	Arabic Radio and TV Network	972	Cine Mexicano	936	El Garage TV
926	Atres Series	971	Cinelatino	145	El Rey Network
962	AyM Sports	531	Cinemax - E	811	Estrella TV
806	Azteca América	536	Cinémáx - E	842	Estudio 5
110	BBC America	66	Comedy Central	372	FCS Atlantic
209	BBC World News	163	Cooking Channel	373	FCS Central
36	BET	137	Crime & Investigation	374	FCS Pacific
182	BET HER	875	Cubaplay	623	FLIX - E
287	BET Jams	161	DIY Network	292	FM
290	BET Soul	1457	DWLS Filipino Audio	847	FOROtv
382	BTN	1456	DZBB Filipino Audio	206	FOX Business Network
465	BYUtv	463	Daystar	442	FOX Deportes
256	Baby First TV	980	De Película	891	FOX Life
928	BabyFirstTV (SAP)	979	De Película Clásico	57	FOX News Channel
929	BabyTV (SAP)	135	Destination America	419	FOX Soccer Plus
910	Bandamax	27	Discovery Channel	400	FOX Sports 1
417	BeIN SPORTS	924	Discovery Familia	401	FOX Sports 2
443	BeIN SPORTS Español	266	Discovery Family	49	FX
207	Bloomberg Television	26	Discovery Life Channel	632	FX Movie Channel
253	Boomerang	930	Discovery en Español	109	FXX
37	Bravo	16	Disney Channel	53	Food Network
62	C-SPAN	254	Disney Junior	20	Freeform
92	C-SPAN2	265	Disney XD	169	Fuse
327	C-SPAN3	60	Disney XD	206	GAC



221 U-SPAIN3

**Ch. Network**

1453 GMA Life TV  
 1452 GMA Pinoy TV  
 416 GOL TV  
 177 GSN  
 827 Galavisión  
 490 Gem Shopping Network  
 67 Golf Channel  
 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  
 651 HD Pay-Per-View  
 640 HDNet Movies  
 52 HGTV  
 55 HISTORY  
 932 HISTORY en Español  
 933 HITN  
 18 HLN  
 176 HSN  
 484 HSN2  
 48 Hallmark Channel  
 629 Hallmark Movies & Mysteries  
 471 Hillsong Channel  
 1802 Hustler TV  
 627 IFC  
 461 INSP  
 64 ION Television  
 1539 ITV Gold  
 621 IndiePlex  
 138 Investigation Discovery  
 188 Jewelry TV  
 56 LMN  
 179 LOGO  
 1300 Leased Access  
 1552 Life OK  
 33 Lifetime  
 174 Lifetime Real Women

**Ch. Network**

129 National Geographic  
 1557 New Delhi TV Limited  
 257 Nick Jr.  
 288 Nick Music  
 32 Nickelodeon  
 262 Nicktoons

60 E1

**Ch. Network**

492 Liquidation Channel  
 700 MLB Extra Innings  
 306 MLB Network  
 307 MLB Strike Zone  
 40 MSG  
 326 MSG 2  
 54 MSG Plus  
 327 MSG2 Plus  
 39 MTV  
 120 MTV Classic  
 286 MTV Live  
 119 MTV2  
 1828 Manhandle  
 935 Mexicanal  
 841 Mexico 22  
 141 Military History  
 532 MoreMAX - E  
 538 MovieMAX - E  
 620 MoviePlex  
 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  
 1933 Music Choice - Country Hits  
 1903 Music Choice - Dance/EDM  
 1948 Music Choice - Easy Listening  
 1911 Music Choice - Gospel  
 1907 Music Choice - Hip-Hop Classics  
 1905 Music Choice - Hip-Hop and R&B  
 1901 Music Choice - Hit List  
 1904 Music Choice - Indie  
 1945 Music Choice - Jazz

**Ch. Network**

622 RetroPlex  
 911 Ritmosan Latino  
 1621 Russian Kino  
 1515 SBN (Vietnamese)  
 385 SEC Extra  
 384 SEC Network

295 GAL

**Ch. Network**

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  
 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  
 725 NBA League Pass  
 308 NBA TV  
 46 NBC Sports Network  
 898 NBC Universo  
 310 NFL Network  
 311 NFL RedZone  
 312 NHL Network  
 83 NY State Legislature  
 931 Nat Geo Mundo  
 130 Nat Geo Wild

**Ch. Network**

605 Starz Encore Classic - E  
 608 Starz Encore Family - E  
 606 Starz Encore Suspense - E  
 607 Starz Encore Westerns - E  
 584 Starz Kids & Family - E  
 583 Starz in Black - F

86	OWN
316	Olympic Channel
844	Once Canal
408	Outdoor Channel
535	OuterMAX - E
187	Ovation
90	Oxygen
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.)
1404	Phoenix InfoNews
1403	Phoenix N. America
1811	Playboy TV
1812	Playboy TV en Español
1595	Polish Radlo 1
1596	Polish Radio 3
175	Pop
99	Public Access
159	QVC
481	QVC2
1581	RAI Italia
857	RCN Nuestra Tele
291	REVOLT
297	RFD-TV
1610	RTN (Russian)
1613	RTVI (Russian)
213	Radar
1807	Real
128	Reelz

## Ch. Network

468	The Cowboy Channel
1450	The Filipino Channel
474	The Impact Network
35	The Weather Channel
534	ThrillerMAX - E
899	Tr3s
61	Travel Channel
124	UP
15	USA Network
984	Ultra Cine
985	Ultra Clásico
849	Ultra Docu
918	Ultra Familia

1541	SET Asia
552	SHO 2 - E
555	SHO Beyond - E
554	SHO Extreme - E
556	SHO Next - E
557	SHO Women - E
1550	STAR India GOLD
1553	STAR India PLUS
853	SUR Perú
1540	SWAGAT TV
1532	Sahara Filmy
136	Science Channel
922	Semillitas
482	Shop Zeal 1
489	Shop Zeal 2
485	Shop Zeal 3
486	Shop Zeal 4
488	Shop Zeal 5
551	Showtime - E
558	Showtime Fam. Zn
553	Showtime Showcase-E
131	Smithsonian Channel
470	SonLife
495	SonLife
215	Spectrum News
1	Spectrum News - Central New York
28	Spike
47	SportsNet New York
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

## Ch. Network

660	IN DEMAND 1
661	IN DEMAND 2
650	IN DEMAND Previews
59	msnbc
34	truTV
923	¡Sorpresa! TV

602	StarzEncore - E
625	SundanceTV
870	Super Canal
63	Syfy
464	TBN
946	TBN Enlace USA
9	TBS
68	TCM
1809	TEN
50	TLC
571	TMC - E
572	TMC Extra - E
22	TNT
1542	TV Asla
855	TV Chile
1500	TV Japan
31	TV Land
184	TV One
867	TV Venezuela
1575	TV5MONDE
1422	TVB1 Cantonese
1423	TVB2 Cantonese
1424	TVBE Cantonese
1425	TVBS Mandarin
1516	TVBV Vietnamese
413	TVG
1592	TVP Polonia
263	TeenNick
861	Tele El Salvador
845	TeleFórmula
912	TeleHit
871	Telemicro
872	Television Dominicana
406	Tennis Channel

915	Ultra Fiesta
919	Ultra Kidz
937	Ultra Macho
983	Ultra Mex
804	UniMás
255	Universal Kids
44	Univisión
444	Univisión Deportes
895	Univisión tlnovelas
29	VH1
403	Velocity
133	Viceland
913	Video Rola
982	ViendoMovies
874	WAPA América
65	WE tv
12	WGN America
1250	WNYF - MeTV
1275	WPBS - THINKBRIGHT
1276	WPBS - World
14	WWTI - The CW
1554	Willow TV
58	YES Network
1400	ZTC Chinese
1533	Zee TV
134	fyl,
210	I24

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.

STATE OF NEW YORK  
Town of Rutland  
County of Jefferson

\* 2017-9.

In the Matter of the Granting of a Cable Television Franchise Held by Time Warner Cable Northeast LLC in the Town of Rutland, County of Jefferson, New York

RESOLUTION

An application has been duly made to the Board of the Town of Rutland, County of Jefferson, New York, by Time Warner Cable Northeast LLC, 1/k/a Charter Communications, a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Road, East Syracuse, NY 13057, for the approval of a renewal agreement for Time Warner Cable's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission commencing with the date of approval by the Public Service Commission.

The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of Rutland, New York on Nov. 9th 2017 at 7:15 pm P.M. and notice of the hearing was published in the Watertown Daily Times on 11/1/17.

**NOW, THEREFORE,** the Board of the Town of Rutland finds that:

1. Time Warner Cable Northeast LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and

2. Time Warner Cable Northeast LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Time Warner Cable Northeast LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

**BE IT FURTHER RESOLVED** that the Board of the **Town of Rutland** hereby grants the cable television franchise of Time Warner Cable Northeast LLC and the **Town of Rutland** for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

**BE IT FURTHER RESOLVED** that the Board of the **Town of Rutland** hereby confirms acceptance of this Franchise Renewal Agreement.

The foregoing having received a 5-Aye vote was thereby declared adopted.

Dated: Nov. 13<sup>th</sup>, 2017.

Maura Brezette  
Town of Rutland Clerk

Ayes:

Devon O'Neill  
Mary Eddy  
Clarence Woodruff  
Logan Eddy  
Ken Allison

## FRANCHISE AGREEMENT

**This Franchise Agreement ("Franchise")** is between the Town of Rutland, 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, including any PEG channels.

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

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

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

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

**SECTION 7**  
**Construction and Technical Standards**

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

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

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

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

**SECTION 8**  
**Conditions on Street Occupancy**

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

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

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

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

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

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

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

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

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

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). 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 three percent (3 %) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a 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 NYPSRC 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 Rutland  
Attn: Supervisor  
28411 NYS Route 126  
Black River, NY 13612

Grantee: Charter Communications  
Attn: Government Affairs  
6005 Fair Lakes Rd  
East Syracuse, NY 13057

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.

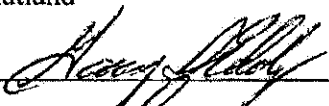
**15.12 NYPSC Approval.** This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the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

Signature: 

Name/Title: Susan W. Soren

Accepted this 27th day of \_\_\_\_\_ November \_\_\_\_\_, 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

# Johnson Newspaper Corporation

Client:	1560	TOWN OF RUTLAND	Phone:	(315) 788-3440
Class.:	28411	STATE ROUTE 126	BLACK RIVER, NY	13612-2178
Ad #	20396628	Requested By: DAWN	Fax:	
Sales Rep.:	W240	lonela Cash	Phone:	(315) 782-1000
		icash@wdt.net	Fax:	(315) 661-2521
Class.:	0110	Public Notices		
Start Date:	11/01/2017	End Date:	11/01/2017	Nb. of Inserts: 1
PO #:		Entered By:	ICASH	
Publications:	Watertown Daily Times			
Paid Amount:	\$0.00	Balance:	\$16.24	
Total Price:	<input type="text" value="\$16.24"/>			Page 1 of 1

**PUBLIC HEARING**

The Town Board of Rutland will be holding a public hearing on Thursday, November 8th at 7:15pm at the Municipal Building 28411 NYS Rt. 126 for public comments regarding approval of a Cable Television Agreement between Time Warner Cable Northeast LLC and the Town of Rutland.

Copy of Public Hearing notice -  
(Character one)

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LATHAM NY 12110

REFERENCE: 5089195  
20399415 LEGAL NOTICE FOR APP

Amy Schultz, of the Town of Brownville, County of Jefferson, being duly sworn, says that she is a Legal Representative of the Johnson Newspaper Corp., a corporation duly organized and existing under the laws of the State of New York, and having its principal place of business in the City of Watertown, New York, and that said corporation is the publisher of the WATERTOWN DAILY TIMES, a Newspaper published in the City of Watertown, Jefferson County, and State of New York, and that a Notice, of which the annexed is a printed copy, has been published regularly in said newspaper.



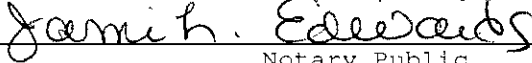
Amy Schultz, LEGAL REPRESENTATIVE

PUBLISHED ON: 12/15

AD SPACE: 30 LINE  
FILED ON: 12/15/17

Sworn to before me this

14th day of December, 2017



Notary Public

JAMI L EDWARDS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ED6283808  
Qualified in Jefferson County  
My Commission Expires 06-17-2021

# Johnson Newspaper Corporation

Client: 5089195 CHARTER COMMUNICATIONS Phone: (518) 640-8589

Class.: 20 CENTURY HILL DR LATHAM, NY 12110

Ad # 20399415 Requested By: SUSAN Fax:

Sales Rep.: W312 Scott Parks Phone: (315) 782-1000

sparks@wdt.net Fax: (315) 661-2521

Class.: 0110 Public Notices

Start Date: 12/15/2017 End Date: 12/15/2017 Nb. of Inserts: 1

PO #: Entered By: SPARKS

Publications: Watertown Daily Times

Paid Amount: \$0.00 Balance: \$32.60

Total Price: \$32.60

Page 1 of 1

#### 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 Rutland, Jefferson County, New York.

The application and all comments filed relative thereto are available for public inspection at the Town of Rutland'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.