

# Charter

COMMUNICATIONS

June 6, 2019

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 Village of Colonie

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 January 22, 2019
3. Fully executed copy of Franchise Renewal Agreement dated March 1, 2019.
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 Frank Leak, Mayor (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, I/k/a Charter Communications**, for renewal of its Certificate of Confirmation and Cable Television Franchise in the **Village of Colonie, Albany 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, Inc.**
3. Applicant's telephone number is:

**Charter Communications  
20 Century Drive  
Latham, NY 12110  
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 March, 2019 are:

Municipality	Subscribers	Municipality	Subscribers
Albany, City of	22,032	Guilderland, Town of	5,996
Altamont, Village of	648	Knox, Town of	479
Berne, Town of	499	Menands, Village of	1,529
Colonie, Town of	<b>14,660</b>	Schoharie, Town of	684
<b>Colonie, Village of</b>	1,451	Watervliet, City of	2,741
Green Island, Village	858	Wright, Town of	202

6. The following signals are regularly carried by the ENY: **(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 Village of Colonie 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:

Municipality	Plant Miles	Municipality	Plant Miles
Albany, City of	6.44	Guilderland, Town of	
Altamont, Village of	1.68	Knox, Town of	47
Berne, Town of	.04	Menands, Village of	.78
Colonie, Town of	.12	Schoharie, Town of	0
<b>Colonie, Village of</b>		Watervliet, City of	.
Green Island, Village	.12	Wright, Town of	

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 Village of Colonie Certificate of Confirmation and Franchise Renewal Agreement.

Dated: June 6, 2019

By: Kevin Egan



Director of Government Affairs  
Charter Communications, Inc.

### TV PACKAGES

#### SPECTRUM BASIC

(Includes Digital Music channels and the following services)

- 1 Spectrum News - Capital Region
- 2 C-SPAN
- 4 WNYA - MyTV
- 6 WRGB - CBS
- 8 WXXA - FOX
- 10 WTEN - ABC
- 11 WMHT - PBS
- 13 WNYT - NBC
- 15 WCWN - The CW
- 20 WYPX - ION
- 21 C-SPAN2
- 22 C-SPAN3
- 83 NY State Legislature
- 91 WRNN - IND
- 159 QVC
- 176 HSN
- 188 Jewelry TV
- 194 EVINE
- 1240 WTEN - getTV
- 1245 WNYT - MeTV
- 1246 WNYT - Heroes & Icons
- 1250 WXXA - Capital OTB
- 1251 WXXA - Laff
- 1255 WRGB - TBD TV
- 1256 WRGB - Comet
- 1260 WCWN - Charge!
- 1265 WNYA - Light TV
- 1266 WNYA - Decades
- 1275 WMHT - Create
- 1276 WMHT - World
- 1277 WMHT - PBS Kids
- 1301 P.E.G.
- 1302 Higher Ed Access
- 1303 Government Access

#### SPECTRUM SELECT

(Includes Spectrum TV Basic and the following services)

- 5 TBS
- 23 The Weather Channel
- 24 ESPN
- 25 ESPN2
- 26 MSG Plus
- 27 TNT
- 28 USA Network
- 29 AMC
- 30 Lifetime
- 31 FX
- 32 Cartoon Network
- 33 Nickelodeon
- 34 Disney Channel
- 35 Freeform
- 36 Comedy Central
- 37 Discovery Channel
- 38 A&E
- 39 HISTORY
- 40 TLC
- 41 HGTV
- 42 Food Network
- 44 NBC Sports Network
- 45 BET
- 46 CNN
- 47 HLN
- 48 CNBC
- 49 msnbc
- 52 YES Network
- 53 SYFY
- 54 MSG
- 55 Paramount Network
- 56 VH1
- 57 MTV
- 59 Bravo
- 60 E!
- 61 National Geographic
- 63 TV Land
- 65 WE tv
- 66 SportsNet New York
- 67 Bloomberg Television
- 69 BBC America
- 70 FOX News Channel
- 71 truTV
- 72 FOX Business Network
- 73 FOX Sports 1
- 75 FXX
- 76 Hallmark Mov. & Myst.
- 77 Hallmark Channel
- 78 EWTN
- 79 FX Movie Channel
- 81 INSP
- 82 Investigation Discovery
- 84 CMT
- 85 Travel Channel
- 87 WGN America
- 88 MotorTrend
- 89 TBN
- 90 SonLife
- 93 SEC Network
- 94 Oxygen
- 95 MSG2 Plus
- 96 MSG 2
- 97 Galavisión
- 98 Daystar
- 99 SEC Extra
- 132 Animal Planet
- 175 Pop
- 472 Hillsong Channel
- 476 Shop Zeal 6
- 477 Shop Zeal 7
- 478 Shop Zeal 8
- 481 QVC2
- 482 Shop Zeal 1
- 484 HSN2

- 485 Shop Zeal 3
- 486 Shop Zeal 4
- 488 Shop Zeal 5
- 489 Shop Zeal 2
- 490 Gem Shopping Net
- 494 Liquidation Channel
- 625 SundanceTV
- 627 IFC

#### SPECTRUM TV SILVER

(Includes Spectrum TV Select and the following channels)

##### Digi Tier 1

- 19 Nick Jr.
- 43 OWN
- 51 Golf Channel
- 58 TCM
- 64 LMN
- 74 NFL Network
- 86 Disney Junior
- 124 UP
- 128 Reelz
- 130 Nat Geo Wild
- 131 Smithsonian Channel
- 132 Animal Planet
- 133 Viceland
- 134 fyi
- 144 Fusion
- 145 El Rey Network
- 161 DIY Network
- 163 Cooking Channel
- 169 Fuse
- 174 Lifetime Real Women
- 177 GSN
- 180 Discovery Life Channel
- 184 TV One
- 185 ASPIRE TV
- 187 Ovation
- 189 Cleo
- 209 BBC World News
- 210 i24
- 214 NY1 Traffic
- 215 Spectrum News - NY1
- 222 Newsmax TV
- 224 Newsy
- 255 Universal Kids
- 256 Baby First TV
- 265 Disney XD
- 291 REVOLT
- 292 FM
- 295 GAC
- 297 RFD-TV
- 299 AXS TV
- 302 ESPNNEWS
- 306 MLB Network
- 308 NBA TV
- 315 CBS Sports Network
- 316 Olympic Channel
- 370 ESPNU
- 401 FOX Sports 2
- 406 Tennis Channel
- 440 ESPN Deportes
- 442 FOX Deportes
- 444 Univision Deportes
- 465 BYUtv
- 474 The Impact Network
- 625 SundanceTV
- 627 IFC
- 898 NBC Universo

##### HBO

- 511 HBO - E
- 512 HBO 2 - E
- 513 HBO Signature - E
- 514 HBO Family - E
- 515 HBO Comedy - E
- 516 HBO Zone - E
- 517 HBO Latino - E

##### Showtime

- 551 Showtime - E
- 552 SHO 2 - E
- 553 Showtime Showcase-E
- 554 SHO Extreme - E
- 555 SHO Beyond - E
- 556 SHO Next - E
- 557 SHO Women - E
- 558 Showtime Fam Zn - E

#### SPECTRUM TV GOLD

(Includes Spectrum TV Silver and the following channels)

##### Digi Tier 2

- 74 NFL Network
- 119 MTV2
- 120 MTV Classic
- 135 Destination America
- 136 Science Channel
- 137 Crime & Investigation
- 140 American Heroes Ch.
- 141 Military History
- 175 Pop
- 179 LOGO
- 182 BET HER
- 208 CNBC World
- 253 Boomerang
- 262 Nicktoons
- 263 TeenNick
- 266 Discovery Family
- 286 MTV Live
- 287 BET Jams
- 288 Nick Music
- 290 BET Soul
- 303 ESPN Classic
- 307 MLB Strike Zone
- 311 NFL RedZone
- 312 NHL Network
- 371 ESPN GoalLn/BasesLd
- 372 FCS Atlantic
- 373 FCS Central
- 374 FCS Pacific
- 375 PAC-12 Network
- 376 PAC-12 Los Angeles
- 377 PAC-12 Arizona
- 378 PAC-12 Washington
- 379 PAC-12 Oregon
- 380 PAC-12 Mountain
- 381 PAC-12 Bay Area
- 382 BTN
- 392 - 399 ESPN College Extra
- 402 Mav TV
- 408 Outdoor Channel
- 413 TVG
- 417 BeIN SPORTS
- 419 FOX Soccer Plus
- 443 BeIN SPORTS Español
- 468 The Cowboy Channel
- 469 Jewish Life TV
- 620 MoviePlex
- 621 IndiePlex
- 622 RetroPlex
- 623 FLIX - E
- 640 HDNet Movies
- 1554 Willow TV

##### TMC

- 571 TMC - E
- 572 TMC XTRA - E

##### STARZ

- 581 Starz - E
- 582 Starz Edge - E
- 583 Starz in Black - E
- 584 Starz Kids & Fam. - E
- 585 Starz Cinema - E
- 586 Starz Comedy - E

##### STARZ ENCORE

- 602 StarzEncore - E
- 603 StarzEncore Action-E
- 604 StarzEncore Black-E
- 605 StarzEncore Classic-E
- 606 StarzEncore Susp-E
- 607 StarzEncore Wstns-E
- 608 StarzEncore Fam-E

#### MULTICULTURAL CHANNELS

##### LATINO VIEW

- 62 Univisión
- 97 Galavisión
- 145 El Rey Network
- 416 GOL TV
- 417 BeIN SPORTS
- 440 ESPN Deportes
- 442 FOX Deportes
- 443 BeIN SPORTS Español
- 444 Univision Deportes
- 803 Telemundo
- 804 UniMás
- 806 Azteca América
- 811 Estrella TV
- 834 CNN en Español
- 841 Mexico 22
- 842 Estudio 5
- 843 Multimedios Televisión
- 844 Once Canal
- 845 TeleFórmula
- 847 FOROtv
- 849 Ultra Docu
- 850 Canal Sur
- 853 SUR Perú
- 855 TV Chile
- 856 Caracol
- 857 RCN Nuestra Tele
- 860 CentroamericaTV
- 861 Tele El Salvador
- 865 Ecuavisa Internacional
- 867 TV Venezuela
- 870 Super Canal
- 871 Telemicro
- 872 Television Dominicana
- 874 WAPA América
- 875 Cubaplay
- 877 Antena 3 Internacional
- 891 FOX Life
- 895 Univisión tNovelas
- 898 NBC Universo
- 910 Bandamax
- 911 Ritmoson Latino
- 912 TeleHit
- 913 Video Rola
- 915 Ultra Fiesta
- 918 Ultra Familia
- 919 Ultra Kidz
- 921 Cartoon Network (SAP)
- 922 Semillitas
- 923 ¡Sorpresa! TV
- 924 Discovery Familia
- 925 Disney XD
- 926 Atrás Series
- 928 BabyFirstTV (SAP)
- 929 BabyTV (SAP)
- 930 Discovery en Español
- 931 Nat Geo Mundo
- 932 HISTORY en Español
- 933 HITN
- 935 Mexicanal
- 936 Aplauso TV
- 937 Ultra Macho
- 945 EWTN en Español
- 946 TBN Enlace USA
- 962 AyM Sports
- 971 Cinelatino
- 972 Cine Mexicano
- 979 De Película Clásico

- 980 De Película
- 982 ViendoMovies
- 983 Ultra Mex
- 984 Ultra Cine
- 985 Ultra Clásico

#### MI PLAN LATINO

(Includes Spectrum TV Basic, Latino View and the following services)

- 5 TBS
- 23 The Weather Channel
- 27 TNT
- 28 USA Network
- 29 AMC
- 31 FX
- 32 Cartoon Network
- 34 Disney Channel
- 35 Freeform
- 36 Comedy Central
- 37 Discovery Channel
- 38 A&E
- 39 HISTORY
- 40 TLC
- 41 HGTV
- 42 Food Network
- 59 Bravo
- 60 E!
- 76 Hallmark Mov. & Myst.
- 77 Hallmark Channel
- 82 Investigation Discovery
- 86 Disney Junior

#### OTHER SERVICES

- 595 EPIX
- 597 EPIX 2 - E
- 598 EPIX HITS
- 599 EPIX Drive-In
- 650 iN DEMAND Previews
- 651 HD Pay-Per-View
- 660 iN DEMAND 1
- 661 iN DEMAND 2
- 700 - 722 MLB Extra Innings
- 725 - 743 NBA League Pass
- 1400ZTC Chinese
- 1401 CCTV-4
- 1403 Phoenix N. America
- 1404 Phoenix InfoNews
- 1422 TVB1 Cantonese
- 1423 TVB2 Cantonese
- 1424 TVBE Cantonese
- 1425 TVBS Mandarin
- 1450 The Filipino Channel
- 1452 GMA Pinoy TV
- 1453 GMA Life TV
- 1456 DZBB Filipino Audio
- 1457 DWLS Filipino Audio
- 1500TV Japan
- 1515 SBN (Vietnamese)
- 1516 TVBV Vietnamese
- 1532 Sahara Filmy
- 1533 ZEE TV
- 1539 ITV Gold
- 1540 SWAGAT TV
- 1541 SET Asia
- 1542 TV Asia
- 1551 ABP News
- 1554 Willow TV
- 1557 New Delhi TV Limited
- 1575 TV5MONDE
- 1581 RAI Italia
- 1592 TVP Polonia
- 1595 Polish Radio 1
- 1596 Polish Radio 3
- 1610 RTN (Russian)
- 1612 CIR (Russia)
- 1613 RTVI (Russian)
- 1621 Russian Kino
- 1632 ART Cable
- 1802 Hustler TV
- 1805 Penthouse TV (Prem.)
- 1807 REAL
- 1809 TEN
- 1811 Playboy TV
- 1812 Playboy TV en Español
- 1828 Manhandle
- 1901-1916 Music Choice
- 1918-1932 Music Choice
- 1934-1939 Music Choice
- 1941-1950 Music Choice

#### PREMIUM MOVIE CHANNELS

##### Cinemax

- 531 Cinemax - E
- 532 MoreMAX - E
- 533 ActionMAX - E
- 534 ThrillerMAX - E
- 535 OuterMAX - E
- 536 Cinemáx - E
- 537 5 StarMAX - E
- 538 MovieMAX - E

##### EPIX

- 595 EPIX
- 597 EPIX 2 - E
- 598 EPIX HITS
- 599 EPIX Drive-In

**ALPHABETICAL CHANNEL LIST**

5 StarMAX - E..... 537	DIY Network..... 161	HSN2..... 484	PAC-12 Los Angeles .... 376	SWAGAT TV..... 1540	WNYT - Heroes & Icons.... 1246
A&E..... 38	DWLS Filipino Audio... 1457	Hustler TV..... 1802	PAC-12 Mountain ..... 380	SYFY..... 53	WNYT - MeTV..... 1245
ABP News..... 1551	DZBB Filipino Audio... 1456	i24 ..... 210	PAC-12 Network ..... 375	TBN ..... 89	WNYT - NBC..... 13
ActionMAX - E..... 533	EI..... 60	IFC..... 627	PAC-12 Oregon..... 379	TBN Enlace USA ..... 946	WRGB - CBS..... 6
AMC..... 29	Ecuavisa Internacional . 865	iN DEMAND 1..... 660	PAC-12 Washington.... 378	TBS..... 5	WRGB - Comet..... 1256
American Heroes Ch... 140	El Rey Network ..... 145	iN DEMAND 2..... 661	Paramount Network..... 55	TCM..... 58	WRGB - TBD TV ..... 1255
Animal Planet ..... 132	EPIX..... 595	iN DEMAND Previews . 650	Penthouse TV (Prem.) 1805	TeenNick..... 263	WRNN - IND..... 91
Antena 3 Internacional. 877	EPIX 2 - E..... 597	IndiePlex..... 621	Phoenix InfoNews..... 1404	Tele El Salvador ..... 861	WTEN - ABC..... 10
Aplauso TV ..... 936	EPIX Drive-In ..... 599	INSP..... 81	Phoenix N. America ... 1403	TeleFórmula..... 845	WTEN - getTV..... 1240
ART Cable..... 1632	EPIX HITS..... 598	Investigation Discovery . 82	Playboy TV ..... 1811	Telemicro ..... 871	WXXX - Capital OTB.. 1250
ASPIRE TV ..... 185	ESPN..... 24	ITV Gold ..... 1539	Playboy TV en Español 1812	Telemundo ..... 803	WXXX - FOX..... 8
Atres Series ..... 926	ESPN Classic..... 303	Jewelry TV ..... 188	Polish Radio 1..... 1595	Television Dominicana . 872	WYFX - Laff..... 1251
AXS TV..... 299	ESPN College Extra ..... 392-399	Jewish Life TV..... 469	Polish Radio 3..... 1596	TEN ..... 1809	YES Network..... 52
AyM Sports ..... 962	ESPN Deportes ..... 440	Lifetime ..... 30	Pop..... 175	Tennis Channel..... 406	ZEE TV..... 1533
Azteca América ..... 806	ESPN GoalLn/BasesLd. 371	Liquidation Channel... 494	QVC..... 159	The Cowboy Channel . 468	ZTC Chinese..... 1400
Baby First TV..... 256	ESPN2..... 25	LMN..... 64	QVC2..... 481	The Filipino Channel... 1450	
BabyFirstTV (SAP)..... 928	ESPNEWS..... 302	LOGO..... 179	RAI Italia..... 1581	The Impact Network... 474	
BabyTV (SAP)..... 929	ESPNU..... 370	Manhandle..... 1828	RCN Nuestra Tele ..... 857	The Weather Channel... 23	
Bandamax..... 910	Estrella TV..... 811	Mav TV..... 402	REAL..... 1807	ThrillerMAX - E..... 534	
BBC America..... 69	Estudio 5..... 842	Mexicanal..... 935	Reelz..... 128	TLC..... 40	
BBC World News..... 209	EVINE..... 194	Mexico 22..... 841	RetroPlex..... 622	TMC - E..... 571	
BelN SPORTS..... 417	EWTN..... 78	Military History..... 141	REVOLT..... 291	TMC XTRA - E..... 572	
BelN SPORTS Español 443	EWTN en Español ..... 945	MLB Extra Innings. 700-722	RFD-TV..... 297	TNT..... 27	
BET..... 45	FCS Atlantic..... 372	MLB Network..... 306	Ritmoson Latino..... 911	Travel Channel..... 85	
BET HER..... 182	FCS Central..... 373	MLB Strike Zone..... 307	RTN (Russian)..... 1610	truTV..... 71	
BET Jams..... 287	FCS Pacific..... 374	MoreMAX - E..... 532	RTVI (Russian)..... 1613	TV Asia..... 1542	
BET Soul..... 290	FLIX - E..... 623	MotorTrend..... 88	Russian Kino..... 1621	TV Chile..... 855	
Bloomberg Television... 67	FM..... 292	MovieMAX - E..... 538	SBN (Vietnamese)..... 1515	TV Japan..... 1500	
Boomerang..... 253	Food Network..... 42	MoviePlex..... 620	Science Channel..... 136	TV Land..... 63	
Bravo..... 59	FOROTV..... 847	MSG..... 54	SEC Extra..... 99	TV One..... 184	
BTN..... 382	FOX Business Network.. 72	MSG 2..... 96	SEC Network..... 93	TV Venezuela..... 867	
BYUtv..... 465	FOX Deportes..... 442	MSG Plus..... 26	Semillitas..... 922	TV5MONDE..... 1575	
C-SPAN..... 2	FOX Life..... 891	MSG2 Plus..... 95	SET Asia..... 1541	TVB1 Cantonese..... 1422	
C-SPAN2..... 21	FOX News Channel..... 70	msnbc..... 49	SHO 2 - E..... 552	TVB2 Cantonese..... 1423	
C-SPAN3..... 22	FOX Soccer Plus..... 419	MTV..... 57	SHO Beyond - E..... 555	TVBE Cantonese..... 1424	
CIR (Russia)..... 1612	FOX Sports 1..... 73	MTV Classic..... 120	SHO Extreme - E..... 554	TVBS Mandarin..... 1425	
Canal Sur..... 850	FOX Sports 2..... 401	MTV Live..... 286	SHO Next - E..... 556	TVBV Vietnamese..... 1516	
Caracol..... 856	Freeform..... 35	MTV2..... 119	SHO Women - E..... 557	TVG..... 413	
Cartoon Network..... 32	Fuse..... 169	Multimedios Televisión. 843	Shop Zeal 1..... 482	TVP Polonia..... 1592	
Cartoon Network (SAP)921	Fusion..... 144	Music Choice ..... 1901-1916	Shop Zeal 2..... 489	Ultra Cine..... 984	
CBS Sports Network.... 315	FX..... 31	Music Choice ..... 1918-1932	Shop Zeal 3..... 485	Ultra Clásico..... 985	
CCTV-4..... 1401	FX Movie Channel..... 79	Music Choice ..... 1934-1939	Shop Zeal 4..... 486	Ultra Docu..... 849	
CentroamericaTV..... 860	FXX..... 75	Music Choice ..... 1941-1950	Shop Zeal 5..... 488	Ultra Familia..... 918	
Cine Mexicano..... 972	fyi..... 134	Nat Geo Mundo..... 931	Shop Zeal 6..... 476	Ultra Fiesta..... 915	
Cinelatino..... 971	GAC..... 295	Nat Geo Wild..... 130	Shop Zeal 7..... 477	Ultra Kidz..... 919	
Cinemax - E..... 531	Galavisión..... 97	National Geographic..... 61	Shop Zeal 8..... 478	Ultra Macho..... 937	
Cinemax - E..... 536	Gem Shopping Net..... 490	NBA League Pass.. 725-743	Showtime - E..... 551	Ultra Mex..... 983	
Cleo..... 189	GMA Life TV..... 1453	NBA TV..... 308	Showtime Fam Zn - E.. 553	UniMás..... 804	
CMT..... 84	GMA Pinoy TV..... 1452	NBC Sports Network... 44	Showtime Showcase-E 553	Universal Kids..... 255	
CNBC..... 48	GOL TV..... 416	NBC Universo..... 898	Smithsonian Channel... 131	Univisión..... 62	
CNBC World..... 208	GOLF Channel..... 51	NBC Universal..... 1557	SonLife..... 90	Univisión Deportes... 444	
CNN..... 46	Government Access... 1303	Newsmax TV..... 222	iSorpresa! TV..... 923	Univisión tlnovelas... 895	
CNN en Español..... 834	GSN..... 177	Newswy..... 224	Spectrum News - Capital Region..... 1	UP..... 124	
Comedy Central..... 36	Hallmark Channel..... 77	NFL Network..... 74	Spectrum News - NY1... 215	USA Network..... 28	
Cooking Channel..... 163	Hallmark Mov. & Myst... 76	NFL RedZone..... 311	SportsNet New York.... 66	VH1..... 56	
Crime & Investigation... 137	HBO - E..... 511	NHL Network..... 312	Starz - E..... 581	Viceland..... 133	
Cubaplay..... 875	HBO 2 - E..... 512	Nick Jr..... 19	Starz Cinema - E..... 585	Video Rola..... 913	
Daystar..... 98	HBO Comedy - E..... 515	Nick Music..... 288	Starz Comedy - E..... 586	ViendoMovies..... 982	
De Película..... 980	HBO Family - E..... 514	Nickelodeon..... 33	Starz Edge - E..... 582	WAPA América..... 874	
De Película Clásico..... 979	HBO Latino - E..... 517	Nicktoons..... 262	Starz in Black - E..... 583	WCWN - Charge!..... 1260	
Destination America... 135	HBO Signature - E..... 513	NY State Legislature... 83	Starz Kids & Fam. - E... 584	WCWN - The CW..... 15	
Discovery Channel..... 37	HBO Zone - E..... 516	NY1 Traffic..... 214	Starz Encore - E..... 602	WE tv..... 65	
Discovery en Español... 930	HD Pay-Per-View..... 651	Olympic Channel..... 316	Starz Encore Action-E.. 603	WGN America..... 87	
Discovery Familia..... 924	HDNet Movies..... 640	Once Canal..... 844	Starz Encore Black-E... 604	Willow TV..... 1554	
Discovery Family..... 266	HGTV..... 41	Outdoor Channel..... 408	Starz Encore Classic-E. 605	WMHT - Create..... 1275	
Discovery Life Channel . 180	Higher Ed Access..... 1302	OuterMAX - E..... 535	Starz Encore Fam-E..... 608	WMHT - PBS..... 11	
Disney Channel..... 34	Hillsong Channel..... 472	Ovation..... 187	Starz Encore Susp-E... 606	WMHT - PBS Kids..... 1277	
Disney Junior..... 86	HISTORY..... 39	OWN..... 43	Starz Encore Wstns-E.. 607	WMHT - World..... 1276	
Disney XD..... 265	HISTORY en Español... 932	Oxygen..... 94	SundanceTV..... 625	WNYA - Decades..... 1266	
Disney XD..... 925	HITN..... 933	P.E.G..... 1301	Super Canal..... 870	WNYA - Light TV..... 1265	
	HLN..... 47	PAC-12 Arizona..... 377	SUR Perú..... 853	WNYA - MyTV..... 4	
	HSN..... 176	PAC-12 Bay Area..... 381			

**RESIDENTIAL SERVICES AND RATES**

<b>TV PACKAGES (PER MONTH)</b>	
Spectrum Basic	\$23.89
Spectrum Select	\$64.99
Spectrum Silver	\$84.99
Spectrum Gold	\$104.99
<b>A LA CARTE (PER MONTH)<sup>6</sup></b>	
Digi Tier 1	\$12.00
Digi Tier 2	\$12.00
<b>PREMIUM CHANNELS (PER MONTH)</b>	
HBO	\$15.00
CINEMAX	\$9.99
SHOWTIME	\$15.00
TMC	\$9.99
STARZ	\$9.99
STARZ ENCORE	\$5.99
EPIX	\$5.99
<b>MULTICULTURAL CHANNELS (PER MONTH)</b>	
Latino View	\$8.99
Mi Plan Latino	\$44.99
<b>OTHER SERVICES (PER MONTH)</b>	
Disney On Demand	\$3.99
Disney Family Movies On Demand	\$4.99
Here TV On Demand	\$15.95
Mandarin Language Pack	\$19.99
Russian Language Package	\$25.99
Filipino Pass Plus	\$24.99
TV5MONDE	\$9.99
TVB Jade World	\$39.99
TVJAPAN	\$24.99
SBTN & TVBV	\$19.99
Hindi	\$14.99-39.99
ART	\$12.99
Playboy TV	\$15.99
Penthouse	\$15.99
Hustler	\$15.99
VIVID	\$15.99
TEN	\$15.99
Real	\$15.99
Manhandle	\$15.99
Adult 3-Pack	\$29.99
HIS	\$15.99

<b>INSTALLATION/SERVICE CALL (PER ACTIVITY)</b>	
Primary Installation/Reconnect (when truck roll required) <sup>A</sup>	\$49.99
Custom Work Labor Charge	\$49.99
Trip Charge <sup>F</sup>	\$49.99
Move Transfer	\$49.99
Service Call Truck Roll	\$49.99
Wall Fish	\$49.99
<b>UNRETURNED EQUIPMENT FEES (PER UNIT)</b>	
Spectrum Receiver	\$123.00
CableCARD <sup>TM</sup>	\$22.00
Tuning Adapter	\$130.00
<b>MISCELLANEOUS CHARGES (PER MONTH)</b>	
Broadcast TV Service Charge <sup>B</sup>	\$11.99
<b>MISCELLANEOUS CHARGES (PER ACTIVITY)</b>	
Phone Payment Processing	\$5.00
Late Fee	\$8.95
Reconnection Fee	\$4.99
Insufficient Funds Fee	\$20.00
Additional Bill Copies	\$1.99
<b>SPECTRUM EQUIPMENT RENTAL &amp; OTHER SERVICES (PER MONTH, PER OUTLET)</b>	
Spectrum Receiver & Remote (per outlet) <sup>C</sup>	\$6.50
Secure Connection (per receiver or CableCARD) <sup>D, H</sup>	\$1.00
CableCARD (rate includes \$1.00 Secure Connection) <sup>F, H</sup>	\$2.00
DVR Service Package (up to 4 DVR receivers)	\$19.99
DVR Service (1 DVR receiver)	\$12.99

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

B The Broadcast TV Service Charge 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.

<sup>6</sup> Not all channels are available in HD.

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

Public, Educational, Government Access Channel availability may vary by community.

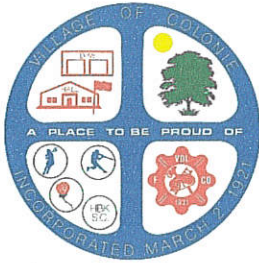
CableCARD customers subscribing to any service package in which Charter-leased equipment is included in the package price, may receive a discounted price, reduced by an amount equal to/greater than the fee for such equipment not leased from Charter.

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**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 1/4 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 Spectrum receiver or CableCARD required to view programming channels. Charter-issued Spectrum 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.

**Areas Served:** Albany, NY, City of; Albany, NY, City of; Altamont, NY, Village of; Berne, NY, Town of; Colonie, NY, Town of; Colonie, NY, Village of; Green Island, NY, Village of; Guilderland, NY, Town of; Guilderland, NY, Town of; Knox, NY, Town of; Menands, NY, Village of; Schoharie, NY, Town of; Watervliet, NY, City of; Watervliet, NY, City of; Wright, NY, Town of

Visit [Spectrum.com/RateCard](http://Spectrum.com/RateCard) for more information regarding your rates.



## VILLAGE OF COLONIE

VILLAGE HALL  
2 THUNDER ROAD  
COLONIE, NY 12205  
(518) 869-7562 FAX (518) 464-0389

**FRANK A. LEAK**  
MAYOR

[jblot@colonievillage.org](mailto:jblot@colonievillage.org)  
[www.villageofcolonie.org](http://www.villageofcolonie.org)

**EDWARD F. SIM**  
DEPUTY MAYOR

**THOMAS TOBIN**  
TRUSTEE  
**PATTY SCHWARZ**  
**LOCKART**  
TRUSTEE  
**JACK MURPHY**  
TRUSTEE

**JAMIE BLOT**  
CLERK

### RESOLUTION #47 OF 2018

#### **“Time Warner Cable Northeast LLC, locally known as Charter Communications - Agreement”**

**WHEREAS**, an agreement has been duly made to the Mayor and the Board of Trustees of the Village of Colonie, County of Albany, New York by Time Warner Cable Northeast LLC, locally known as Charter Communications, for approval of an agreement for Time Warner Cable’s cable franchise for fifteen (15) years commencing on the effective date as set forth by the New York Public Service Commission; and

**WHEREAS**, for purposes in the agreement, Village of Colonie representative Mayor Frank Leak shall be known as the Grantor, and Time Warner Cable representative Kevin Egan shall be known as the Grantee; and

**WHEREAS**, both parties agree to the terms and conditions of the agreement, as set forth in the franchise,

**NOW THEREFORE BE IT RESOLVED**, that the Village of Colonie Board of Trustees authorize the Mayor to sign the agreement with Time Warner Cable Northeast LLC, locally known as Charter Communications, as presented.

**BY ORDER OF THE BOARD OF TRUSTEES:**

  
\_\_\_\_\_  
Jamie L. Blot – Village Clerk

**DATED** this 22<sup>nd</sup> day of January 2019.

## **FRANCHISE AGREEMENT**

**This Franchise Agreement (“Franchise”)** is between the Village of Colonie, 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. “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

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



**SECTION 2**  
**Grant of Franchise**

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

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

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

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

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

**SECTION 3**  
**Franchise Renewal**

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

**SECTION 4**  
**Indemnification and Insurance**

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

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

**4.2 Insurance.**

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

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

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

**SECTION 5**  
**Service Obligations**

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

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

**SECTION 6**  
**Service Availability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 9** **Service and Rates**

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

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

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

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

**9.5 Service to Public Buildings.** Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet and equipment 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 and transmitted by electronic funds transfer to a bank account designated by Grantor. 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 Council 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 Council 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 Council 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 Council *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 Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

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

Grantor: Mayor Leak  
Village of Colonie  
2 Thunder Road  
Albany, NY 12205  
Email: villagehall@colonievillage.org

Grantee: Kevin Egan  
Director, Government Affairs  
20 Century Hill Drive  
Latham, NY 12110  
Email: Kevin.Egan@Charter.com

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

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

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

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

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

**15.11 Administration of Franchise.** The Council, or such other person as may be designated and supervised by the Council, 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 22<sup>nd</sup> day of January, 20 18.

Village of Colonie

Signature: Frank A. Leah

Name/Title: Frank A. Leah - Mayor

Accepted this 1<sup>st</sup> day of MARCH, 2019, subject to applicable federal and State law.

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

Signature: Paul Kelly

Name/Title: VP, LOCAL GOV'T AFFAIRS + FRANCHISING

**Exhibit A**

**Village of Colonie Public Buildings**

**Village of Colonie – Village Hall  
2 Thunder Road  
Albany, NY 12205**

**Saddlewood Elementary School  
100 Loralee Drive  
Albany, NY 12205**

**Forest Park Elementary School  
100 Forest Drive  
Albany, NY 12205**

**Village of Colonie Fire Co.  
1631 Central Ave.  
Albany, NY 12205**

**South Colonie School –DO  
102 Loralee Drive  
Albany, NY 12205**

# TIMES UNION

**timesunion.com**

**Albany Times Union**  
News Plaza  
Box 15000  
Albany, New York 12212

VILLAGE OF COLONIE  
2 THUNDER ROAD  
ATTN: ALEXANDRA HART  
ALBANY, NY 12205

Account Number: 098335005  
Order Number: 0004035639  
Order Invoice Text: NOTICE OF PUBLIC

C Finnegan / A Loveridge / T Tomes / S Rawling / R Bernard / T Duquette of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

01-11-2019

Alexa Hart 6/7/19

Sworn to before me, this 7 day of June 2019

Traci Rabidou

**TRACI RABIDOU**  
Notary Public - State of New York  
No. 01RA6319968  
Qualified in Albany County  
My Comm. Expires Mar. 2, 2023

Notary Public  
Albany County

**NOTICE OF PUBLIC HEARING  
RESOLUTION #47 OF 2018  
"TIME WARNER CABLE NORTHEAST LLC,  
LOCALLY KNOWN AS CHARTER COMMUNICATIONS – AGREEMENT"**

**PLEASE TAKE NOTICE** that the Village of Colonie will hold a Public Hearing on Tuesday, January 22, 2019 at 6:15 p.m. at the Village Hall, 2 Thunder Road, Colonie, New York 12205 for the renewal of a cable television franchise agreement between the Village of Colonie and Time Warner Cable Northeast LLC, locally known as Charter Communications, Resolution #47 of 2018.

A copy of the agreement is available for public inspection during normal business hours at the Village of Colonie Clerk's office, 2 Thunder Road, Colonie, New York 12205.

At such public hearing, all persons will be given an opportunity to be heard.

**BY ORDER OF THE BOARD OF TRUSTEES:**

Jamie Blot, Village Clerk

Dated: January 7, 2019

TU1t 4035639

# TIMES UNION

**timesunion.com**

**Albany Times Union**  
News Plaza  
Box 15000  
Albany, New York 12212

CHARTER COMMUNICATIONS  
118 JOHNSON ROAD  
ATTN: JENNIFER DECHANT  
PORTLAND, ME 04102

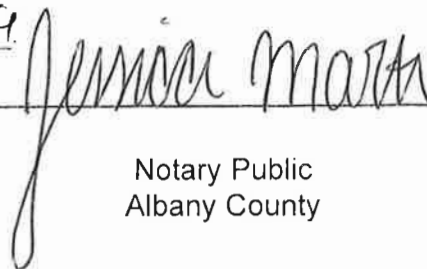
Account Number: 600121151  
Order Number: 0004049336  
Order Invoice Text: Application for renewal

A Loveridge / T Tomes / S Rawling / R Bernard / T Duquette of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

04-09-2019

  
\_\_\_\_\_

Sworn to before me, this 10 day of April 2019.

  
\_\_\_\_\_

Notary Public  
Albany County

JESSICA M. MARTIN  
NOTARY PUBLIC - STATE OF NEW YORK  
Registration No. 01MA6384279  
Qualified in Saratoga County  
Commission Expires December 10, 2022



**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 Village of Colonie, Albany County, New York.

The application and all comments filed relative thereto are available for public inspection at the Village of Colonie office during normal business hours. Interested persons may file comments on the application with the Village of Colonie Clerk, 2 Thunder Road, Colonie NY 12205 and with the New York State Public Service Commission within 10 days of publication. Comments may be addressed to Hon. Kathleen Burgess, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.

TU 1(4049336)