

Charter

COMMUNICATIONS

January 4, 2018

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 New Windsor

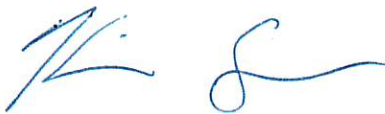
Dear Secretary Burgess:

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 December 6, 2017
3. Fully executed copy of Franchise Renewal Agreement dated December 15, 2017
4. Copy of latest annual test data compiled for this part of the Division's CATV System at PSC
5. Published legal notices

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

Sincerely,



Kevin Egan
Director, Government Affairs
Charter Communications
Enclosures

cc: Honorable George A. Green, Supervisor (w/copy of Encs.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

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

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

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

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

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

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

Village of Wurtsboro – 0.00 miles

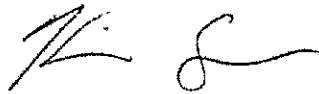
10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11.
 - (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment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

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

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

Dated: January 4, 2018

By: Kevin Egan



Director of Government Affairs
Charter Communications

📍 HD Channel Lineup for: 555 union ave, # 1, 12553

Spectrum logo

Displaying 466 channels.

Ch.	Network	Ch.	Network	Ch.	Network
7	WABC - ABC	66	Bravo	924	Discovery Familia
12	WBNG - CBS	49	C-SPAN	266	Discovery Family
2	WCBS - CBS	226	C-SPAN2	76	Discovery Life Channel
4	WNBC - NBC	227	C-SPAN3	930	Discovery en Español
13	WNET - PBS	1612	C1R (Russia)	38	Disney Channel
1275	WNET - PBS Kids	315	CBS Sports Network	254	Disney Junior
5	WNYW - FOX	1401	CCTV-4	265	Disney XD
537	5 StarMAX - E	78	CMT	44	E!
29	A&E	31	CNBC	595	EPIX
1551	ABP News	208	CNBC World	597	EPIX 2 - E
27	AMC	16	CNN	599	EPIX Drive-In
185	ASPIRE TV	834	CNN en Español	598	EPIX HITS
299	AXS TV	1616	CTC Russian Network	21	ESPN
533	ActionMAX - E	1400	CTI-Zhong Tian	303	ESPN Classic
140	American Heroes Channel	850	Canal Sur	392	ESPN College Extra
79	Animal Planet	856	Caracol	440	ESPN Deportes
1601	Ant1 Greek	45	Cartoon Network	371	ESPN Goal Line/Bases Loaded
877	Antena 3 Internacional	921	Cartoon Network (SAP)	71	ESPN2
1632	Arabic Radio and TV Network	860	CentroamericaTV	302	ESPNEWS
926	Atres Series	1421	Chinese Cinema	370	ESPNU
962	AyM Sports	972	Cine Mexicano	1412	ETTV
110	BBC America	971	Cinelatino	1410	ETTV Drama
209	BBC World News	531	Cinemax - E	1409	ETTV Financial News
40	BET	536	Cinemax - E	1407	ETTV NY Channel
182	BET HER	25	Comedy Central	1408	ETTV News (Chinese)
287	BET Jams	1340	Community Bulletin Board	1411	ETTV YoYo
290	BET Soul	1341	Community Bulletin Board 02	194	EVINE
382	BTN	1342	Community Bulletin Board 03	97	EWTN
389	BTN - Extra1	163	Cooking Channel	945	EWTN en Español
390	BTN - Extra2	137	Crime & Investigation	865	Ecuavisa Internacional
465	BYUtv	875	Cubaplay	936	El Garage TV
256	Baby First TV	161	DIY Network	145	El Rey Network
928	BabyFirstTV (SAP)	1620	DOM KINO	842	Estudio 5
929	BabyTV (SAP)	1457	DWLS Filipino Audio	372	FCS Atlantic
910	Bandamax	1456	DZBB Filipino Audio	373	FCS Central
1564	Bangladesh Channel	98	Daystar	374	FCS Pacific
417	BeIN SPORTS	980	De Película	623	FLIX - E
443	BeIN SPORTS Español	979	De Película Clásico	77	FM
207	Bloomberg Television	135	Destination America	847	FOROtv
253	Boomerang	15	Discovery Channel	206	FOX Business Network

Ch. Network

442 FOX Deportes
 891 FOX Life
 62 FOX News Channel
 419 FOX Soccer Plus
 400 FOX Sports 1
 401 FOX Sports 2
 24 FX
 632 FX Movie Channel
 109 FXX
 36 Food Network
 34 Freeform
 169 Fuse
 295 GAC
 1453 GMA Life TV
 1452 GMA Pinoy TV
 416 GOL TV
 177 GSN
 50 Galavisión
 1578 Globo
 73 Golf Channel
 1600 Greek 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
 63 HGTV
 48 HISTORY
 932 HISTORY en Español
 933 HITN
 37 HLN
 176 HSN
 484 HSN2
 84 Hallmark Channel
 86 Hallmark Movies & Mysteries
 20 Higher Ed Access

Ch. Network

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

Ch. Network

471 Hillsong Channel
 1825 Hls Gay TV
 1802 Hustler TV
 627 IFC
 461 INSP
 1539 ITV Gold
 621 IndiePlex
 138 Investigtion Discovery
 1563 JUS Punjabi
 188 Jewelry TV
 499 Jewelry TV
 469 Jewish Life TV
 1493 KBN
 1475 KBS World
 1488 Korean Channel
 892 LATV Network
 52 LMN
 179 LOGO
 58 Leased Access
 1552 Life OK
 41 Lifetime
 174 Lifetime Real Women
 492 Liquidation Channel
 1478 MBC (Korean)
 700 MLB Extra Innings
 306 MLB Network
 307 MLB Strike Zone
 68 MSG
 326 MSG 2
 67 MSG Plus
 327 MSG2 Plus
 42 MTV
 120 MTV Classic
 286 MTV Live
 119 MTV2
 1828 Manhandle
 402 Mav TV
 1584 Mediaset Italia
 935 Mexicana
 841 Mexico 22

Ch. Network

408 Outdoor Channel
 535 OuterMAX - E
 187 Ovation
 83 Oxygen
 377 PAC-12 Arizona
 381 PAC-12 Bay Area
 376 PAC-12 Los Angeles

Ch. Network

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
 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

Ch. Network

1515 SBN (Vietnamese)
 385 SEC Extra
 384 SEC Network
 1541 SET Asia
 552 SHO 2 - E
 555 SHO Beyond - E
 554 SHO Extreme - F

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
1619	Muzika Pervogo
725	NBA League Pass
308	NBA TV
81	NBC Sports Network
898	NBC Universo
310	NFL Network
311	NFL RedZone
223	NHK World
312	NHL Network
1617	NTV America Hungary
229	NY State Legislature
95	NY1 News Noticias
91	NY1 Road & Rail Report
931	Nat Geo Mundo
130	Nat Geo Wild
51	National Geographic
1557	New Delhi TV Limited
212	News Channel 12 - Hudson Valley
257	Nick Jr.
288	Nick Music
32	Nickelodeon
262	Nicktoons
173	OWN
316	Olympic Channel
844	Once Canal

Ch. Network

606	Starz Encore Suspense - E
607	Starz Encore Westerns - E
584	Starz Kids & Family - E
583	Starz In Black - E
602	StarzEncore - E
625	SundanceTV
870	Super Canal
43	Syfy
946	TBN Enlace USA
26	TBS
74	TCM
1809	TEN
39	TLC
571	TMC - E

370	TV 12 - 2007-2010
380	PAC-12 Mountain
375	PAC-12 Network
379	PAC-12 Oregon
378	PAC-12 Washington
1580	PFC Internacional
1805	Penthouse TV (Prem.)
1404	Phoenix InfoNews
1403	Phoenix N. America
1811	Playboy TV
1812	Playboy TV en Español
1595	Polish Radio 1
175	Pop
23	Public Access
159	QVC
481	QVC2
1581	RAI Italia
857	RCN Nuestra Tele
291	REVOLT
297	RFD-TV
218	RT Russla Today
838	RT Spanish
1610	RTN (Russian)
1611	RTN Plus Russian
1577	RTPi-Portuguesa
1614	RTR Planeta Channel
1613	RTVI (Russian)
1807	Real
128	Reelz
622	RetroPlex
911	Ritmosan Latino
911	Ritmoson Latino
1615	Rossiya 24 Channel
1621	Russian Kino

Ch. Network

872	Television Dominicana
406	Tennis Channel
87	The Africa Channel
1633	The Arabic Channel
468	The Cowboy Channel
1450	The Filipino Channel
474	The Impact Network
1642	The Israeli Network
35	The Weather Channel
534	ThrillerMAX - E
899	Tr3s
80	Travel Channel
124	UP
30	USA Network

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
479	Shop Zeal 9
551	Showtime - E
558	Showtime Fam. Zn
553	Showtime Showcase-E
1420	Sino TV - Chinese Prime
131	Smithsonian Channel
470	SonLife
495	SonLife
1	Spectrum News
6	Spectrum News - Hudson Valley
1000	Spectrum On Demand
33	Spike
324	Sports Extra 1
325	Sports Extra 2
331	SportsNet LA
70	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
605	Starz Encore Classic - E
608	Starz Encore Family - E

Ch. Network

55	WLNY - IND
10	WMBC - IND
1245	WNBC - COZI TV
881	WNET - Vme
1288	WNJU - TeleXitos
61	WNJU - Telemundo
806	WNYN LD - Azteca America
1250	WNYW - Movies!
1260	WPIX - Antenna TV
11	WPIX - The CW
17	WPXN - ION
22	WRNN - IND
1237	WTBY - TBN
1265	WWOR - Buzzr

572	TMC Extra - E	984	Ultra Cine	9	WWOR - MyTV
14	TNT	985	Ultra Clásico	19	WXTV - Univisión
1542	TV Asia	849	Ultra Docu	1554	Willow TV
855	TV Chile	918	Ultra Familia	69	YES Network
1500	TV Japan	915	Ultra Fiesta	1533	Zee TV
75	TV Land	919	Ultra Kidz	134	fyi
90	TV One	937	Ultra Macho	210	I24
867	TV Venezuela	983	Ultra Mex	660	IN DEMAND 1
1575	TV5MONDE	255	Universal Kids	652	IN DEMAND 2
1562	TV84 Punjabi	444	Univisión Deportes	46	msnbc
1422	TVB1 Cantonese	895	Univisión tlnovelas	53	truTV
1423	TVB2 Cantonese	60	VH1	923	¡Sorpresa! TV
1424	TVBE Cantonese	403	Velocity		
1425	TVBS Mandarin	133	Viceland		
1516	TVBV Vietnamese	913	Video Rola		
878	TVE Internacional	982	ViendoMovles		
413	TVG	1815	Vivid TV		
1484	TVK2	1618	Vyrema		
1483	TVK24	1240	WABC - Live Well		
1592	TVP Polonia	874	WAPA América		
263	TeenNick	811	WASA - Estrella TV		
861	Tele El Salvador	64	WE tv		
845	TeleFórmula	804	WFUT - UniMás		
912	TeleHit	1284	WFUT - getTV		
890	TeleN	126	WGN America		
871	Telemicro	1239	WJLP - MeTV		

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.

If you are a Charter customer, [click here](#) to access Broadband service rate and performance metric information applicable to the service offering you subscribe to.

TV Residential Services and Rates

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



BASIC SERVICE

\$23.89

SPECTRUM SELECT (Includes Basic Service, Expanded Service and the following services where available - check your local lineup for availability: Bloomberg TV, Hallmark Movie Channel, Indie Plex, Movie Plex, Retro Plex)

\$64.99

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

\$84.99

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

\$104.99

DIGI TIER 1^G

\$12.00

DIGI TIER 2^G

\$12.00

LATINO VIEW

\$7.99

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

\$44.99

PREMIUM NETWORKS (AVAILABLE WITH SUBSCRIPTION TO

**SELECT, SILVER OR
GOLD)**

STARZ ENCORE	\$15.00
EPIX	\$15.00
HBO	\$15.00
Showtime	\$15.00
Cinemax	\$15.00
STARZ	\$15.00
TMC	\$15.00

**PAY-PER-VIEW AND
ON DEMAND**

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

**OTHER SERVICES
(PER MONTH)**

South Asian Package	9.95-11.95
Russian Packages	9.95-44.99
Mandarin Packages	9.95-29.99
Italian Package	9.95-14.99
Hindi Packages	19.99-69.99
Greek Package	9.95-15.95
Filipino Packages	11.95-24.99

Portuguese/Brazilian Packs	3.95-31.95
SBTN & TVBV	\$19.99
TV Polonia & Polski Radio	\$17.95
TVJAPAN	\$24.95
The Israeli Network	\$19.99
TV5MONDE	\$9.95
DW Amerika	\$9.95
TVB Jade World	\$39.99
ART	\$9.95

**INSTALLATION/SERVICE
CALL (PER
ACTIVITY)**

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

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

^F

^F 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™ ^E	\$22.00
Tuning Adapter	\$130.00

^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.

**MISCELLANEOUS
CHARGES (PER
MONTH)**

Broadcast TV Service Charge	\$7.50
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^B 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

^U 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).

^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.

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 ¼ hour increments. Charter reserves the right to institute different rates or terms and conditions of service for promotional purposes. Customers are not required to subscribe to any tier of service, other than the Charter Basic service tier, in order to purchase premium channels, or where available, Pay-Per-View or On Demand. Charter-issued digital receiver or CableCARD required to view programming channels. Charter-issued digital receiver required to view Pay-Per-View and On Demand programming (where available). HD-capable equipment required to view HD

programming (where available). All programming may not be available to CableCARD customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Controls feature on your on-screen program guide. Certain limitations apply to the Wire Maintenance Plan, such as the exclusion of repairs to alarm/electrical/twisted pair wiring, customer-caused damage or abuse, and alterations to Charter equipment. Please contact Charter for more information about the Wire Maintenance Plan.

Serving: Callicoon, NY, Town of; Colchester, NY, Town of; Delaware, NY, Town of; Denning, NY, Town of; Fallsburg, NY, Town of; Fremont, NY, Town of (Sullivan); Jeffersonville, NY, Village of; Liberty, NY, Town of; Liberty, NY, Village of; Neversink, NY, Town of; Rockland, NY, Town of

0000/8150/3000/0010 & 0000/8150/3000/0020
& 0000/8150/3000/0030 &
0000/8150/3000/0040 & 0000/8150/3000/0050
& 0000/8150/3000/0060 &
0000/8150/3000/0070 & 0000/8150/3000/0080
& 0000/8150/3000/0090 &
0000/8150/3000/0100 & 0000/8150/3000/0110
& 0000/8150/3000/0120 &
0000/8150/3000/0130 & 0000/8150/3000/0140
& 0000/8150/3000/0150 &
0000/8150/3000/0160 & 0000/8150/3000/0170
& 0000/8150/3000/0180 & 000

OTHER SERVICE CHARGES

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

UNRETURNED/LOST/DAMAGED EQUIPMENT

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

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

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

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

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



1-800-TWCABLE
twc.com

8150 3000 (0010-0200, 0220-0330, 0350, 0370, 0400-0580, 0610-0620) 8150 3100 (ALL)
8150 3200 (ALL) 8150 3300 (0010-0070)



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

TV SERVICES AND PACKAGES

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

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

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

³ Requires subscription to Variety Lite Español.

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

PREMIUM SERVICES

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

ADULT PREMIUM SERVICES

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

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

For our latest special offers and promotions,
please visit twc.com

7006-RC-NY-0817

INTERNATIONAL PREMIUMS

Arabic	
(ART)	\$ 9.95
Bengali	
(The Bangladesh Channel)	\$ 9.95
Brazilian – Portuguese	
(PFC)	\$ 19.95
(PFC & RTPi)	\$ 21.95
(PFC, RTPi & TV Globo)	\$ 31.95
(RTPi)	\$ 3.95
(TV Globo)	\$ 19.95
(TV Globo & RTPi)	\$ 21.95
(Brazilian Passport - PFC & TV Globo)	\$ 29.95
Cantonese	
(TVB Jade World - TVB1, TVB2, TVBe, TVBS & CCTV4)	\$ 39.99
Filipino	
(GMA Pinoy)	\$ 12.95
(TFC)	\$ 11.95
(Filipino GMA Passport - GMA Life, GMA Pinoy, GMA DWLS Radio & GMA DZBB Radio)	\$ 14.95
(Filipino Pass Plus - Filipino On Demand, GMA Life, GMA Pinoy, GMA DWLS Radio, GMA DZBB Radio & TFC)	\$ 24.99
French	
(TV5MONDE)	\$ 9.95
German	
(DW Amerika)	\$ 9.95
Greek	
(Antenna)	\$ 14.95
(NGTV)	\$ 9.95
(Greek Passport - Antenna & NGTV)	\$ 15.95
Hebrew	
(The Israeli Network)	\$ 19.99
Hindi	
(Hindi Star Pass - STAR India PLUS, STAR India GOLD, Life OK & APB News)	\$ 19.99
(Hindi Pass - STAR India PLUS, Sony & Zee TV)	\$ 24.99
(Hindi Pass Plus - STAR India PLUS, Sony, Zee TV, Life OK, Willow, TV Asia, NDTV 24/7 & TV Gold)	\$ 39.99
(Hindi Passport - STAR India PLUS, Sony, Zee TV, Life OK, Willow, TV Asia, NDTV 24/7, STAR India GOLD, Filmy, UTV Movies, ITV Gold & Eros Now)	\$ 69.99
Italian	
(Mediaset Italia)	\$ 9.95
(Rai Italia)	\$ 9.95
(Italian Passport - Mediaset Italia & Rai Italia)	\$ 14.99
Japanese	
(TV JAPAN)	\$ 24.95
Mandarin	
(CCTV-4 & CTI Zhong Tian)	\$ 11.99
(Chinese Cinema)	\$ 9.95
(Chinese Prime)	\$ 9.95
(ETTV China)	\$ 9.95
(ETTV Drama)	\$ 9.95
(ETTV Financial News)	\$ 9.95
(ETTV News)	\$ 9.95
(ETTV NY)	\$ 9.95
(Phoenix InfoNews)	\$ 9.95
(Phoenix North America)	\$ 9.95
(Yoyo TV)	\$ 9.95
(Mandarin Passport - CCTV -4, CTI Zhong Tian, Phoenix InfoNews & Phoenix North America)	\$ 19.99
(Mandarin ETTV Passport: ETTV China, ETTV Drama, ETTV Financial News, ETTV News, ETTV NY & Yoyo TV)	\$ 19.99
(Mandarin Pass Plus - CCTV -4, CTI Zhong Tian, ETV China, ETTV Drama, ETTV Financial News, ETTV News, ETTV NY, Phoenix InfoNews, Phoenix North America & Yoyo TV)	\$ 29.99
Polish	
(TV Polonia & Polskie Radio)	\$ 17.95
Punjabi	
(Jus Punjabi)	\$ 9.95
(TV84)	\$ 11.95
Russian	
(Channel One Russia)	\$ 14.95
(CTC)	\$ 9.95
(NTV America)	\$ 9.95
(RTN)	\$ 14.95
(RTN Plus)	\$ 14.95
(RTVi)	\$ 9.95
(TV1000 Russian Kino)	\$ 9.95
(Russian Passport - CIR, RTN, RTVi & TV 1000 Russian Kino)	\$ 25.99

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

SEASONAL SPORTS SERVICES

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

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

INTERNET

Everyday Low Price	\$ 19.99
Basic	\$ 49.99
Standard	\$ 59.99
Turbo Upgrade⁶	\$ 10.00
Extreme Upgrade⁶	\$ 20.00
Ultimate Upgrade⁶	\$ 50.00
Home WiFi	\$ 5.95

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

PHONE

TWC Phone Unlimited	\$ 39.95
TWC Phone Tri-State	\$ 29.95
Second Line⁷	\$ 29.95
International OnePrice⁸ Plan⁹ (additional)	\$ 20.95
Global Penny Phone Plan (additional)	\$ 2.95
Voicemail Service (per phone number)	\$ 3.95
Private Listing (per phone number)	\$ 3.50

⁷ Requires primary TWC Phone line.

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

EQUIPMENT & EXTRAS

Digital, HD, DVR or HD-DVR Set-Top Box and Remote Package	\$ 11.75
(includes Set-Top Box and Remote)	
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



TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, New York 12553
Telephone/Fax: (845) 563-4611

OFFICE OF THE TOWN CLERK
DEBORAH GREEN

1763

I, **DEBORAH GREEN**, Town Clerk of the Town of New Windsor in the County of Orange, State of New York, **HEREBY CERTIFY** that the attached extract of the Minutes has been compared by me with the Minutes of the Regular Town Board Meeting of the Town of New Windsor in the County of Orange, State of New York, held on the 6th day of December 2017, and the same is a true and correct transcript therefrom and of the whole thereof so far as the same relates to the subject matter referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town this 12th day of December 2017.

Town Seal


DEBORAH GREEN, TOWN CLERK
TOWN OF NEW WINDSOR

Motion by Councilwoman Mullarkey seconded by Councilwoman Biasotti that the Town Board of the Town of New Windsor hereby renew the cable television franchise agreement in the Town of New Windsor for fifteen (15) years commencing on the date of approval by the Public Service Commission in accordance with the Resolution attached hereto.

ROLL CALL: ALL AYES

MOTION CARRIED: 5-0

17
**RESOLUTION – MOTION – RENEW CABLE FRANCHISE
AGREEMENT – TIME WARNER CABLE NORTHEAST.**

MOTION BY COUNCIL Mullarkey

SECONDED BY COUNCIL Biasotti

WHEREAS, an application has been duly made to the Town Board of the Town of New Windsor, by **TIME WARNER CABLE NORTHEAST LLC**, locally known as Charter Communications, a partnership organized under the laws of the State of New York doing business at 20 Century Hill Drive, Latham, NY 12110, and holder of a cable television franchise in the Town of New Windsor for the approval of an agreement to renew the cable television franchise for an additional fifteen (15) years; and

WHEREAS, 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; and

WHEREAS, a public hearing was held in the Town of New Windsor on December 6, 2017 at 7:00 P.M. and notice of the hearing was published in the Orange County Post on November 24, 2017;

NOW, THEREFORE, the Town Board of the Town of New Windsor finds that:

1. Charter Communications has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. The quality of the Charter Communications service, including signal quality, response to customer complaints and billing practices has been satisfactory in light of community needs; and
3. Charter Communications has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
4. Charter Communications 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 Town Board of the Town of New Windsor hereby renews the cable television franchise agreement in the Town of New Windsor for fifteen (15) years commencing on the date of approval by the Public Service Commission.

ROLL CALL: All Ayes

MOTION CARRIED: 5-0

TOWN BOARD AGENDA: December 6, 2017

Town of New Windsor
May 2017

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Town of New Windsor, New York

AND

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

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of _____, 2017 between Town of New Windsor (the "Grantor") and Time Warner Cable Northeast LLC, an indirect subsidiary of Charter Communications, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a renewal of its franchise granting it the right to construct and operate a Cable System and provide Cable Service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated November 3, 2004, and has substantially complied with the material terms of the franchise and applicable law; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the Cable System were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

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

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Town of New Windsor/Charter Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 2.1 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.
- 2.2 "Cable Service" shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.
- 2.3 "Cable System" or "System" shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.
- 2.4 "Channel" means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel.
- 2.5 "Effective Date" has the meaning given to it in Section 3.4 of this Agreement.
- 2.6 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.
- 2.7 "Franchise Area" means the territorial area of the Town of New Windsor. Such area shall include all areas annexed by the Town of New Windsor. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a Cable System in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its System in the annexed area under the terms of this Franchise.
- 2.8 "Grantee" means Time Warner Cable Northeast LLC or any successor thereto.
- 2.9 "Gross Revenues" means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee and derived from the operation of the Cable System to provide Cable Service. Gross Revenues shall not include any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 "NYPSC" means the New York Public Service Commission or any successor agency.

- 2.11 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit
- 2.12 “Public Property” means any real property owned by any governmental unit.
- 2.13 “Streets” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.14 “Subscriber” means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

- 3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor’s Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the “Franchise”). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.
- 3.2 Authority for Use of Streets.
- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
- B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any “one-call” or similar system for the exchange of information on the utility location or work to be conducted.
- 3.3 Provision of Cable Service.
- A. Grantee shall construct plant and make its Cable Service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC, provided that Grantee shall extend its plant without a contribution in aid of construction in the Franchise Area where the density of homes per cable mile is twenty (20) or greater.

- B. Grantee shall not deny access to Cable Service to any group of potential residential Subscribers because of the income of the residents of the area in which such group resides.
- 3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (“Effective Date”) and shall expire fifteen (15) years thereafter (the “Franchise Term”) unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.
- 3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.
- 3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.
- 3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
Attn: Supervisor

If to Grantee: Charter Communications
Attn: Government Affairs – Kevin Egan
20 Century Hill Drive
Latham, NY 12110

with a copy to:

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

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a Cable System in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.
- B. If the Grantor grants a cable television franchise or other right to provide Cable Service to another Person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other Person) to overall provide such greater benefits or lesser burdens.
- C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a Cable System or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:
- "Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."
- D. 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 construct, operate or maintain a Cable System in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a Cable System, 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. Grantee shall not abandon Cable Service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a Cable System in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a Cable System in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

- 3.9 Continuing Administration. The Supervisor is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

- 4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

SECTION 5. EAS AND PEG.

- 5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's Cable System. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

SECTION 6. CONSTRUCTION PROVISIONS.

6.1 Construction Standards.

- A. Grantee shall construct and maintain its Cable System using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough, and reliable manner.
- B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
- C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
- D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
- F. Grantee has constructed a hybrid fiber/coax Cable System capable of providing a minimum capacity of 78 channels. Grantee shall maintain the System at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

- A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.
- B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written

notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

- A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.
- B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPS&C.

6.5 Undergrounding of Cable.

- A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall

be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.

D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment.

Grantee may not abandon Cable Service in any portion of the Franchise Area without the consent of Grantor.

6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

- 7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.
- 7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

- 8.1 Rate Regulation. Grantee's rate and charges for Cable Service shall be subject to regulation in accordance with Federal law.
- 8.2 Customer Service.
- A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYSPSC.
- B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so authorizes, solely by electronic means.

SECTION 9. FRANCHISE FEES.

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.
- B. Payments due the Grantor under this provision shall be computed annually. Payments shall be due and payable quarterly; not later than 90 days from March 31, June 30, September 30 and December 31. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. 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.

- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the Cable Services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

10. INDEMNITY AND INSURANCE.

10.1 Indemnity

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's negligent conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.
- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
 - (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
 - (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
 - (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as

additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:

1. One Million Dollars (\$1,000,000.00) for bodily injury or death per occurrence;
 2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence (of which limits may be satisfied by an umbrella liability policy);
 3. One Million Dollars (\$1,000,000.00) for all other types of liability.
 4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.
- B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Grantee shall endeavor to cause its insurance carrier to notify the Grantor thirty (30) days prior to the cancellation of such insurance policy if an equivalent policy will not be substituted.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.
- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks' notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.

- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.
- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.
- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.
- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS.

- 14.1 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 Agreement, the provisions of this Agreement shall govern.
- 14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.
- 14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.
- 14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.
- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time.


When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.


- 14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSB. Any amendment must be in writing and executed by the Grantor and Grantee.
- 14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of Dec. 6, 2017.


TOWN OF NEW WINDSOR

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

By: 
Title: Supervisor

By: 
Title: VP, Local Govt Account
Franchising

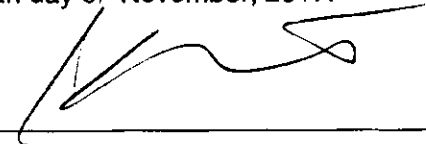
Approved as to form:



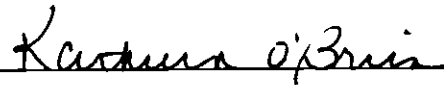
STATE OF NEW YORK

COUNTY OF ORANGE, SS:

Kathy Amanatides, being duly sworn, disposes and says that she is the Office Manager of the The Orange County Post, a weekly newspaper published and of general circulation in the Town of New Windsor, Town of Newburgh, City of Newburgh, Village of Washingtonville, Town of Blooming Grove, Village of Chester, Town of Hamptonburgh, Town of Cornwall and Village of Cornwall on Hudson and that the notice of which is annexed is a true copy was published in said newspaper one time commencing on the 24th day of November, 2017 and ending on the 24th day of November, 2017.



Subscribed and sworn to before me this ^{28th} day of November, 2017.



Notary Public of the State of New York

County of Orange

My Commission expires July 31, 2021

KATHLEEN O'BRIEN
Notary Public, State of New York
Reg. No. 010 4703612
Qualified in Orange County
Commission Expires July 31, 2021

NOTICE OF PUBLIC HEARING

For the approval of a Cable Television Agreement between Time Warner Cable Northeast LLC, a/k/a Charter Communications and the Town of New Windsor.

PLEASE TAKE NOTICE that the Town of New Windsor will hold a Public Hearing on December 6, 2017 at 7:00 o'clock p.m. at the Courtroom, Town of New Windsor Town Hall, 555 Union Avenue, New Windsor, New York regarding granting a cable television franchise agreement by and between the Town of New Windsor and Time Warner Cable Northeast, LLC, a/k/a Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the Town of New Windsor Town Clerk's office, 555 Union Avenue, New Windsor, New York.

At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Deborah Green, Town Clerk
Town of New Windsor

**LEGAL NOTICE
FOR APPLICATION
OF FRANCHISE RENEWAL**

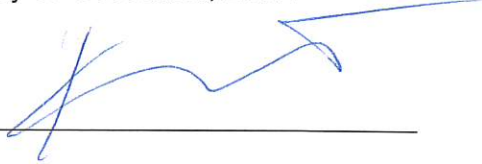
PLEASE TAKE NOTICE that Time Warner Cable Northeast LLC, locally known as Charter Communications, has filed an application for renewal of its Cable Television Franchise in the Town of New Windsor, Orange County, New York.

The application and all comments filed relative thereto are available for public

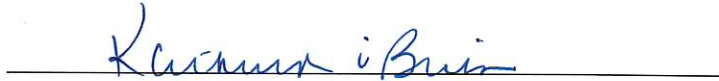
inspection at the Town of New Windsor's office during normal business hours. Interested parties may file comments regarding the renewal with the Public Service Commission within 10 days of the date of publication of the notice. Comments should be addressed to Hon. Kathleen Burgess, Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223.

STATE OF NEW YORK
COUNTY OF ORANGE, SS:

Kathy Amanatides, being duly sworn, disposes and says that she is the Office Manager of the The Orange County Post, a weekly newspaper published and of general circulation in the Town of New Windsor, Town of Newburgh, City of Newburgh, Village of Washingtonville, Town of Blooming Grove, Village of Chester, Town of Hamptonburgh, Town of Cornwall and Village of Cornwall on Hudson and that the notice of which is annexed is a true copy was published in said newspaper one time commencing on the 22nd day of December, 2017 and ending on the 22nd day of December, 2017.



Subscribed and sworn to before me this ^{29th} day of
December, 2017.



Notary Public of the State of New York

County of Orange

My Commission expires July 31, 2021

KATHLEEN O'BRIEN
Notary Public, State of New York
Reg. No. 010 4703612
Qualified in Orange County
Commission Expires July 31, 2021