

# Charter

COMMUNICATIONS

July 24, 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 Village of Cambridge

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 April 4, 2018
3. Fully executed copy of Franchise Renewal Agreement dated May 1, 2018
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 Carman Bogle, 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, an indirect subsidiary of Charter Communications**, for renewal of its Certificate of Confirmation and Cable Television Franchise in the **Village of Cambridge, Washington County, New York.**

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1. The exact legal name of the applicant is **Time Warner Cable Northeast LLC.**
2. The applicant does business under the name **Charter Communications.**
3. Applicant's telephone number is: **(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 June 2018 are:

City of Cohoes – 4,475  
City of Mechanicville – 1,496  
City of Troy – 10,158  
Town of Brunswick – 3,327  
Town of Cambridge - 38  
Town of Clifton Park – 10,211  
Town of East Greenbush – 4,162  
Town of Easton - 128  
Town of Grafton - 466  
Town of Greenwich - 594  
Town of Halfmoon – 7,143  
Town of Jackson - 354  
Town of Northumberland – 1,305  
Town of Pittstown - 930  
Town of Salem - 377  
Town of Saratoga - 825  
Town of Schaghticoke – 1,590  
Town of Stillwater – 1,867  
Town of Waterford – 1,744  
Town of Wilton – 4,299  
**Village of Cambridge - 498**  
Village of Greenwich - 483  
Village of Schaghticoke - 169  
Village of Schuylerville - 397  
Village of Stillwater - 544  
Village of Valley Falls - 139  
Village of Victory Mills - 140  
Village of Waterford - 570

6. The following signals are regularly carried by the Troy cable system: (**see attached channel card**).
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 1,200 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Village of Cambridge 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:

City of Cohoes – 1.10 miles  
City of Mechanicville – 0.38 miles  
City of Troy – 3.67 miles  
Town of Brunswick – 0.00 miles  
Town of Cambridge – 0.00 miles  
Town of Clifton Park – 0.00 miles  
Town of East Greenbush – 1.66 miles  
Town of Easton – 0.00 miles  
Town of Grafton – 0.00 miles  
Town of Greenwich – 0.28 miles  
Town of Halfmoon – 1.34 miles  
Town of Jackson – 0.00 miles  
Town of Northumberland – 0.07 miles  
Town of Pittstown – 0.17 miles  
Town of Salem – 0.00 miles  
Town of Saratoga – 0.37 miles  
Town of Schaghticoke – 3.14 miles  
Town of Stillwater – 0.52 miles  
Town of Waterford – 0.86 miles  
Town of Wilton – 0.53 miles  
**Village of Cambridge – 0.00 miles**  
Village of Greenwich – 0.70 miles  
Village of Salem – 0.00 miles  
Village of Schaghticoke – 0.03 miles  
Village of Schuylerville – 0.73 miles  
Village of Stillwater – 0.00 miles  
Village of Valley Falls – 0.19 miles  
Village of Victory Mills – 0.00 miles  
Village of Waterford – 0.00 miles

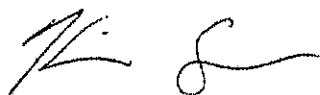
10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.

11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

**WHEREFORE**, the Applicant, Time Warner Cable, requests that the New York State Public Service Commission grant this application and approve renewal of the Village of Cambridge Certificate of Confirmation and Franchise Renewal Agreement.

Dated: July 24, 2018

By: Kevin Egan



Director of Government Affairs  
Charter Communications



## TV Residential Services and Rates

For Albany, Glens Falls, Saratoga Springs, Troy, Effective June 2018. All charges exclude applicable taxes, FCC fees, franchise fees and the Broadcast TV Surcharge.

|   |          |
|---|----------|
| <b>BASIC SERVICE</b>  | \$23.89  |
| <b>SPECTRUM SELECT</b> (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  |
| <b>SPECTRUM SILVER</b> (Includes Spectrum Select, Digi Tier 1, HBO, Cinemax and Showtime - check your local lineup for availability)  | \$84.99  |
| <b>SPECTRUM GOLD</b> (Includes Spectrum Silver, Digi Tier 2, TMC, Starz, and Starz Encore - check your local lineup for availability)   | \$104.99 |
| <b>DIGI TIER 1</b> <sup>G</sup>   | \$12.00  |
| <b>DIGI TIER 2</b> <sup>G</sup>   | \$12.00  |
| <b>LATINO VIEW</b>  | \$7.99   |
| <b>MI PLAN LATINO</b> (Includes Spectrum Basic, Latino View and the following channels)   | \$44.99  |
| <b>PREMIUM NETWORKS (AVAILABLE WITH SUBSCRIPTION TO SELECT, SILVER OR GOLD)</b>   |          |
| STARZ ENCORE  | \$15.00  |
| EPIX  | \$15.00  |
| HBO   | \$15.00  |
| Showtime  | \$15.00  |
| Cinemax   | \$15.00  |
| STARZ   | \$15.00  |
| TMC   | \$15.00  |
| <b>PAY-PER-VIEW AND ON DEMAND</b>   |          |
| For a full listing of On Demand programming go to <a href="http://TWC.com/ondemand">TWC.com/ondemand</a> . Please see your interactive program guide for title-specific pricing prior to ordering or call 1-800-892-2253.         |          |
| <b>OTHER SERVICES (PER MONTH)</b>   |          |
| DW Amerika  | \$9.99   |
| Filipino Pass Plus  | \$24.99  |
| TV5MONDE  | \$9.99   |
| TVB Jade World  | \$39.99  |
| CCTV-4 & CTI Zhong Tian   | \$9.95   |
| Mandarin Language Pack  | \$19.99  |

|                           |               |
|---------------------------|---------------|
| Hindi                     | 19.99-\$69.99 |
| TVJAPAN                   | \$24.99       |
| Russian Language Package  | \$25.99       |
| TV Polonia & Polski Radio | \$19.99       |
| SBTN & TVBV               | \$19.99       |
| Rai Italia                | \$9.99        |
| ART                       | \$12.99       |
| Playboy TV                | \$15.99       |
| Penthouse                 | \$15.99       |
| Real                      | \$15.99       |
| TEN                       | \$15.99       |
| Hustler                   | \$15.99       |
| Manhandle                 | \$15.99       |
| VIVID                     | \$15.99       |
| Adult 3-Pack              | \$29.99       |

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

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

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

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

**UNRETURNED EQUIPMENT FEES (PER UNIT)**

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

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

**MISCELLANEOUS CHARGES (PER MONTH)**

Broadcast TV Service Charge \$8.85

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

**MISCELLANEOUS CHARGES (PER ACTIVITY)**

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

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

Spectrum Receiver & Remote (per outlet) <sup>C</sup> \$5.99  
Secure Connection (per receiver or CableCARD) <sup>D, H</sup> \$1.00  
CableCARD (rate includes \$1.00 Secure Connection) <sup>E</sup> \$2.00  
DVR Service Package (up to 4 DVR receivers) \$19.99  
DVR Service (1 DVR receiver) \$12.99

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

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

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

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

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

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

©2018 Charter Communications ADDITIONAL CUSTOMER INFORMATION: Prices are per month unless noted otherwise. Programming may vary and all services may not be available in all areas. Rates, number of channels, programs/content, services & packages are subject to change or discontinuance at any time, subject to applicable law. Unless specified on this rate card, additional installation services are generally







📍 HD Channel Lineup for: 56 N Park St, 12816

Displaying 454 channels.

| Ch. Network                 | Ch. Network               | Ch. Network                     |
|-----------------------------|---------------------------|---------------------------------|
| 11 WMHT - PBS               | 207 Bloomberg Television  | 924 Discovery Familia           |
| 1277 WMHT - PBS Kids        | 253 Boomerang             | 266 Discovery Family            |
| 13 WNYT - NBC               | 59 Bravo                  | 180 Discovery Life Channel      |
| 6 WRGB - CBS                | 2 C-SPAN                  | 930 Discovery en Español        |
| 10 WTEN - ABC               | 226 C-SPAN2               | 34 Disney Channel               |
| 8 WXXA - FOX                | 227 C-SPAN3               | 254 Disney Junior               |
| 537 5 StarMAX - E           | 1612 C1R (Russia)         | 265 Disney XD                   |
| 38 A&E                      | 315 CBS Sports Network    | 925 Disney XD                   |
| 1551 ABP News               | 1401 CCTV-4               | 60 E!                           |
| 29 AMC                      | 84 CMT                    | 595 EPIX                        |
| 1632 ART Cable              | 48 CNBC                   | 597 EPIX 2 - E                  |
| 185 ASPIRE TV               | 208 CNBC World            | 599 EPIX Drive-In               |
| 299 AXS TV                  | 46 CNN                    | 598 EPIX HITS                   |
| 533 ActionMAX - E           | 834 CNN en Español        | 24 ESPN                         |
| 140 American Heroes Channel | 850 Canal Sur             | 303 ESPN Classic                |
| 132 Animal Planet           | 856 Caracol               | 392 ESPN College Extra          |
| 877 Antena 3 Internacional  | 32 Cartoon Network        | 440 ESPN Deportes               |
| 936 Aplauso TV              | 921 Cartoon Network (SAP) | 371 ESPN Goal Line/Bases Loaded |
| 926 Atres Series            | 860 CentroamericaTV       | 25 ESPN2                        |
| 962 AyM Sports              | 972 Cine Mexicano         | 302 ESPNEWS                     |
| 806 Azteca América          | 971 Cinelatino            | 370 ESPNU                       |
| 110 BBC America             | 531 Cinemax - E           | 194 EVINE                       |
| 209 BBC World News          | 536 Cíнемáx - E           | 78 EWTN                         |
| 45 BET                      | 36 Comedy Central         | 945 EWTN en Español             |
| 182 BET HER                 | 163 Cooking Channel       | 865 Ecuavisa Internacional      |
| 287 BET Jams                | 137 Crime & Investigation | 145 El Rey Network              |
| 290 BET Soul                | 875 Cubaplay              | 811 Estrella TV                 |
| 382 BTN                     | 161 DIY Network           | 842 Estudio 5                   |
| 465 BYUtv                   | 1457 DWLS Filipino Audio  | 372 FCS Atlantic                |
| 256 Baby First TV           | 1456 DZBB Filipino Audio  | 373 FCS Central                 |
| 928 BabyFirstTV (SAP)       | 463 Daystar               | 374 FCS Pacific                 |
| 929 BabyTV (SAP)            | 980 De Película           | 623 FLIX - E                    |
| 910 Bandamax                | 979 De Película Clásico   | 292 FM                          |
| 417 BeIN SPORTS             | 135 Destination America   | 847 FOROtv                      |
| 443 BeIN SPORTS Español     | 37 Discovery Channel      | 206 FOX Business Network        |

**Ch. Network**

442 FOX Deportes  
 891 FOX Life  
 70 FOX News Channel  
 419 FOX Soccer Plus  
 400 FOX Sports 1  
 401 FOX Sports 2  
 31 FX  
 632 FX Movie Channel  
 42 Food Network  
 35 Freeform  
 169 Fuse  
 144 Fusion  
 295 GAC  
 1453 GMA Life TV  
 1452 GMA Pinoy TV  
 416 GOL TV  
 177 GSN  
 827 Galavisión  
 490 Gem Shopping Network  
 51 Golf Channel  
 1303 Government Access  
 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  
 41 HGTV  
 39 HISTORY  
 932 HISTORY en Español  
 933 HITN  
 47 HLN

**Ch. Network**

176 HSN  
 484 HSN2  
 123 Hallmark Channel  
 629 Hallmark Movies & Mysteries  
 1302 Higher Ed Access  
 471 Hillsong Channel  
 496 Hillsong Channel  
 1802 Hustler TV  
 627 IFC  
 461 INSP  
 1539 ITV Gold  
 621 IndiePlex  
 138 Investigation Discovery  
 188 Jewelry TV  
 64 LMN  
 179 LOGO  
 1552 Life OK  
 30 Lifetime  
 174 Lifetime Real Women  
 494 Liquidation Channel  
 700 MLB Extra Innings  
 701 MLB Extra Innings  
 702 MLB Extra Innings  
 703 MLB Extra Innings  
 704 MLB Extra Innings  
 705 MLB Extra Innings  
 706 MLB Extra Innings  
 707 MLB Extra Innings  
 708 MLB Extra Innings  
 709 MLB Extra Innings  
 710 MLB Extra Innings  
 711 MLB Extra Innings  
 712 MLB Extra Innings  
 713 MLB Extra Innings  
 714 MLB Extra Innings

**Ch. Network**

715 MLB Extra Innings  
 716 MLB Extra Innings  
 717 MLB Extra Innings  
 718 MLB Extra Innings  
 719 MLB Extra Innings  
 720 MLB Extra Innings  
 721 MLB Extra Innings  
 722 MLB Extra Innings  
 306 MLB Network  
 307 MLB Strike Zone  
 54 MSG  
 326 MSG 2  
 26 MSG Plus  
 327 MSG2 Plus  
 57 MTV  
 120 MTV Classic  
 286 MTV Live  
 119 MTV2  
 1828 Manhandle  
 935 Mexicanai  
 841 Mexico 22  
 141 Military History  
 532 MoreMAX - E  
 538 MovieMAX - E  
 620 MoviePlex  
 843 Multimedios Televisión  
 1920 Music Choice  
 1929 Music Choice - 70s  
 1928 Music Choice - 80s  
 1927 Music Choice - 90s  
 1916 Music Choice - Adult Alternative  
 1915 Music Choice - Alternative  
 1946 Music Choice - Blues  
 1934 Music Choice - Classic Country  
 1918 Music Choice - Classic Rock

**Ch. Network**

1949 Music Choice - Classical Masterpieces  
 1935 Music Choice - Contemporary Christian  
 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  
 1947 Music Choice - Singers & Swing  
 1944 Music Choice - Smooth Jazz  
 1919 Music Choice - Soft Rock  
 1930 Music Choice - Solid Gold Oldies  
 1941 Music Choice - Sound of the Seasons  
 1943 Music Choice - Soundscapes  
 1942 Music Choice - Stage & Screen  
 1923 Music Choice - Teen Beats  
 1908 Music Choice - Throwback Jamz  
 1932 Music Choice - Today's Country

**Ch. Network**

1925 Music Choice - Toddler Tunes  
 1939 Music Choice - Tropicales  
 1926 Music Choice - Y2K  
 725 NBA League Pass  
 726 NBA League Pass  
 727 NBA League Pass  
 728 NBA League Pass  
 729 NBA League Pass  
 730 NBA League Pass  
 731 NBA League Pass  
 732 NBA League Pass  
 733 NBA League Pass  
 734 NBA League Pass  
 735 NBA League Pass  
 736 NBA League Pass  
 737 NBA League Pass  
 738 NBA League Pass  
 739 NBA League Pass  
 740 NBA League Pass  
 741 NBA League Pass  
 742 NBA League Pass  
 743 NBA League Pass  
 308 NBA TV  
 44 NBC Sports Network  
 898 NBC Universo  
 310 NFL Network  
 311 NFL RedZone  
 312 NHL Network  
 83 NY State Legislature  
 214 NY1 Traffic  
 931 Nat Geo Mundo  
 130 Nat Geo Wild  
 61 National Geographic  
 1557 New Delhi TV Limited  
 224 Newsy

**Ch. Network**

257 Nick Jr.  
 288 Nick Music  
 33 Nickelodeon  
 262 Nicktoons  
 43 OWN  
 316 Olympic Channel  
 844 Once Canal  
 408 Outdoor Channel  
 535 OuterMAX - E  
 187 Ovation  
 171 Oxygen  
 1301 P.E.G.  
 377 PAC-12 Arizona  
 381 PAC-12 Bay Area  
 376 PAC-12 Los Angeles  
 380 PAC-12 Mountain  
 375 PAC-12 Network  
 379 PAC-12 Oregon  
 378 PAC-12 Washington  
 55 Paramount Network  
 1805 Penthouse TV (Prem.)  
 1404 Phoenix InfoNews  
 1403 Phoenix N. America  
 1811 Playboy TV  
 1812 Playboy TV en Español  
 1595 Polish Radio 1  
 1596 Polish Radio 3  
 175 Pop  
 159 QVC  
 481 QVC2  
 1581 RAI Italia  
 857 RCN Nuestra Tele  
 291 REVOLT  
 297 RFD-TV  
 1610 RTN (Russian)

**Ch. Network**

1613 RTVI (Russian)  
 1807 Real  
 128 Reelz  
 622 RetroPlex  
 911 Ritmosan Latino  
 1621 Russian Kino  
 1515 SBN (Vietnamese)  
 385 SEC Extra  
 384 SEC Network  
 1541 SET Asia  
 552 SHO 2 - E  
 555 SHO Beyond - E  
 554 SHO Extreme - E  
 556 SHO Next - E  
 557 SHO Women - E  
 1550 STAR India GOLD  
 1553 STAR India PLUS  
 853 SUR Perú  
 1540 SWAGAT TV  
 53 SYFY  
 1532 Sahara Filmy  
 136 Science Channel  
 922 Semillitas  
 482 Shop Zeal 1  
 489 Shop Zeal 2  
 485 Shop Zeal 3  
 486 Shop Zeal 4  
 488 Shop Zeal 5  
 551 Showtime - E  
 558 Showtime Family Zone - E  
 553 Showtime Showcase - E  
 131 Smithsonian Channel  
 495 SonLife  
 215 Spectrum News  
 1 Spectrum News - Capital Region

**Ch. Network**

66 SportsNet New York  
 581 Starz - E  
 585 Starz Cinema - E  
 586 Starz Comedy - E  
 582 Starz Edge - E  
 584 Starz Kids & Family - E  
 583 Starz in Black - E  
 602 StarzEncore - E  
 603 StarzEncore Action - E  
 604 StarzEncore Black - E  
 605 StarzEncore Classic - E  
 608 StarzEncore Family - E  
 606 StarzEncore Suspense - E  
 607 StarzEncore Westerns - E  
 625 SundanceTV  
 870 Super Canal  
 464 TBN  
 946 TBN Enlace USA  
 5 TBS  
 58 TCM  
 1809 TEN  
 40 TLC  
 571 TMC - E  
 572 TMC XTRA - E  
 27 TNT  
 1542 TV Asia  
 855 TV Chile  
 1500 TV Japan  
 63 TV Land  
 184 TV One  
 867 TV Venezuela  
 1575 TV5MONDE  
 1422 TVB1 Cantonese  
 1423 TVB2 Cantonese  
 1424 TVBE Cantonese

**Ch. Network**

1425 TVBS Mandarin  
 1516 TVBV Vietnamese  
 413 TVG  
 1592 TVP Polonia  
 263 TeenNick  
 861 Tele El Salvador  
 845 TeleFórmula  
 912 TeleHit  
 871 Telemicro  
 803 Telemundo  
 872 Television Dominicana  
 406 Tennis Channel  
 468 The Cowboy Channel  
 1450 The Filipino Channel  
 474 The Impact Network  
 23 The Weather Channel  
 534 ThrillerMAX - E  
 165 Travel Channel  
 124 UP  
 28 USA Network  
 984 Ultra Cine  
 985 Ultra Clásico  
 849 Ultra Docu  
 918 Ultra Familia  
 915 Ultra Fiesta  
 919 Ultra Kidz  
 937 Ultra Macho  
 983 Ultra Mex  
 804 UniMás  
 255 Universal Kids  
 62 Univisión  
 444 Univisión Deportes  
 895 Univisión tlnovelas  
 56 VH1  
 403 Velocity

## Ch. Network

133 Viceland  
913 Video Rola  
982 ViendoMovies  
874 WAPA América  
1260 WCWN - Charge!  
15 WCWN - The CW  
65 WE tv  
126 WGN America  
1275 WMHT - Create  
1276 WMHT - World  
1266 WNYA - Decades  
1265 WNYA - Light TV  
4 WNYA - MyTV  
1246 WNYT - Heroes & Icons  
1245 WNYT - MeTV  
1256 WRGB - Comet  
1255 WRGB - TBD TV  
91 WRNN - IND  
1240 WTEN - getTV  
1250 WXXA - Capital OTB  
1251 WXXA - Laff  
20 WYPX - ION  
1554 Willow TV  
52 YES Network  
1533 ZEE TV  
1400 ZTC Chinese  
134 fyi,  
210 I24  
660 IN DEMAND 1  
661 IN DEMAND 2  
650 IN DEMAND Previews  
49 msnbc  
71 truTV  
923 ¡Sorpresa! TV

©2018 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.

Printed: 7-20-2018

RESOLUTION 4-25 OF 2018

**BE IT RESOLVED** that the Village of Cambridge Board of Trustees approves the Cable Franchise Agreement dated April 4, 2018 with Time Warner Cable Northeast.

Motion by: Trustee James Sweeney

Second by: Trustee Kate Cruz

Mayor Carman Bogle – aye

Trustee James Sweeney – aye

Trustee Stephen Robertson – aye

Trustee Kate Cruz – aye

Trustee Amy Walsh – absent

Motion Carries 4 – 0.



LANCE ALLEN WANG  
Village Clerk  
677-2622

## FRANCHISE AGREEMENT

**This Franchise Agreement** ("Franchise") is between the Village of Cambridge, New York, hereinafter referred to as the "Grantor" and Time Warner Cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

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

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

**WHEREAS**, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.



- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, 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 ten (10) 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,<br>\$2,000,000 General Aggregate |
| Auto Liability including coverage on all owned, non-owned hired autos | \$1,000,000 per occurrence Combined<br>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 Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

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

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

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

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

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty (20) residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such a residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

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

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

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

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

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

## **SECTION 7**

### **Construction and Technical Standards**

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

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

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

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

## **SECTION 8**

### **Conditions on Street Occupancy**

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

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

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

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

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

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

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

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

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

such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

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

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

## **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 of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

## **SECTION 10** **Franchise Fee**

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



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

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

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

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

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

## **SECTION 11** **Transfer of Franchise**

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

## **SECTION 12** **Records**

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



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

### **SECTION 13**

#### **Public Education and Government (PEG) Access**

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

### **SECTION 14**

#### **Enforcement or Revocation**

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

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

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

its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

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

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

**14.5 Revocation.**

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

**SECTION 15**  
**Miscellaneous Provisions**

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

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

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

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

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

**15.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make

modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**15.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the 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: Village of Cambridge  
56 North Park Street  
Cambridge, NY 12816

Email:

Grantee: Kevin Egan  
Regional Director, Government Affairs  
20 Century Hill Drive  
Latham, NY 12110

Email: Kevin.Egan@Charter.com

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

**15.8 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or

exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

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

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

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

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

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

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

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

Considered and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Village of Cambridge

Signature: Carmen Boyle

Name/Title: Mayor

Accepted this 1st day of May, 2018, subject to applicable federal and State law.

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

Signature: Paul Abbott

Name/Title: Paul Abbott/VP, Local Gov't Affairs & Franchising

**Exhibit A**

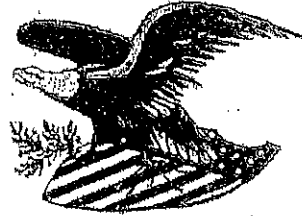
**Village of Cambridge Public Buildings**

Cambridge Fire Dept.  
11 West Main St  
Cambridge, NY 12816

Cambridge Police Dept.  
56 N Park Street  
Cambridge, NY 12816

Cambridge Central School  
24 S. Park Street  
Cambridge, NY 12816

The  
**EAGLE**



13 West Main Street - P.O. Box 493 ~ Cambridge, NY 12816 ~ Tel: 518-677-5158 ~ Fax: 518-677-8323

**Affidavit of Publication**

for

Village of Cambridge Cable Franchise Fee Hearing

STATE OF NEW YORK

COUNTY OF WASHINGTON

The undersigned is the printer (or publisher) of *The Eagle*, a weekly newspaper published in Cambridge, New York. A notice regarding Cable Franchise Fee Hearing was published in said newspaper 1 time(s) for 1 consecutive week(s), commencing on March 29, 2018 and ending on March 29, 2018. The text of the notice as published in said newspaper is in the annexed exhibit. This newspaper has been designated by the Clerk of Washington County for this purpose.

Signature

Richard F. Farrell

Printed name

Richard F. Farrell, Notary

Sworn to before me this

6 day of April, 20 18

Ashleigh Joanne Marie Farrell  
Notary Public

ASHLEIGH JOANNE FARRELL (MARRIS)  
Notary Public, State of New York  
Washington Co. #01FA6224362  
Commission Expires June 28, 20 18



district administrative offices at the back of the fiddle Grades School, 10 Gray Avenue, Greenwich, New York by 3:00 p.m. prevailing time on April 6, 2018 at which time and place they will be opened and read aloud.

Bid proposals may be withdrawn prior to the bid opening time. Any persons submitting bids by mail or public/private carrier (U.P.S., Federal Express, etc.) must assume the risk of any delay in the mail or the handling of mail by employees of the School District. All bids received after the designated time will be returned unopened. Bid proposals shall be prepared and submitted in accordance with provisions stated in Project Documents prepared by WPS Consulting Engineers. Bid Security, Performance Bonds and Payment Bonds are required. The project is subject to NYS-DOL Prevailing Wage Rate schedules. Attention is called to the requirement that a non-collusive bidding certificate accompany each

12033, telephone: (518) 409-4137 Fax: (518) 409-4138, upon payment of a \$50.00 deposit for each set. Checks shall be payable to the Greenwich Central School District. Ordering arrangements and shipping/handling costs are the sole responsibility of the party requesting the documents.

Questions pertaining to the documents shall be addressed in writing to Kevin Jones at WPS Consulting Engineers by email: wpskevin@nycap.rr.com.

Following the opening of bid proposals, unsuccessful bidders shall return their bidding documents to WPS Consulting Engineers, 172 Ridge Street, Glens Falls, NY 12801, for a full refund of their deposit provided the bidding documents are complete and undamaged. The Greenwich Central School District Board of Education reserves the right to reject any or all proposals, and to waive informalities or irregularities in a bid.

By: Troy Tyler  
Business Administrator

### OFFICIAL NOTICE

For the approval of a Cable Television Agreement between Time Warner Cable Northeast LLC and the Village of Cambridge.

PLEASE TAKE NOTICE that the Village of Cambridge will hold a Public Hearing on April 4, 2018 at 7 p.m. at the Village Offices, 56 North Park Street, Cambridge, NY 12816, in conjunction with our regularly scheduled Village Board Meeting regarding renewing/granting a cable television franchise agreement by and between the Village of Cambridge and Time Warner Cable Northeast, a/k/a Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the Village Clerk's office, 56 North Park St., Cambridge, 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.

LANCE ALLEN WANG  
Village Clerk

meeting of the qualified voters of the Hoosick Falls Central School District, Town of Hoosick, Pittstown, Petersburg, Grafton and White Creek; Rensselaer and Washington Counties, New York, will be held at the Hoosick Falls Central School Building in said District on Tuesday, May 15, 2018, between the hours of 9:00 AM and 9:00 PM, prevailing time, in the High School Gym of the Main Building, at which time polls will be opened to vote by voting by machine upon the following items:

To adopt the annual budget of the School District for the fiscal year 2018-2019 and

to authorize the requisite portion thereof to be raised by taxation on the taxable property of the District.

To elect two (2) members of the Board of Education, as follows to maintain a full compliment of seven (7)

by any resident of the District during business hours (8:00 AM to 4:00 PM) beginning May 1, 2018, at the Hoosick Falls Central School Building in the District Office. The budget document will also be available at the Hoosick Falls Public Library, and on the District's website @ www.hoosickfallscsd.org.

AND FURTHER NOTICE IS HEREBY GIVEN that petitions nominating candidates for the office of member of the Board of Education shall be filed with the Clerk of said School District at her office in the Hoosick Falls Central School Building in the District Office, not later than Monday, April 16, 2018 between 9:00 AM and 5:00 PM. Each petition shall be directed to the Clerk of the District and shall be signed by at least twenty-five (25) voters of the District, must

voter, or the day before election, if the ballot be delivered personally to the voter. Absentee ballot must be received by District Clerk not later than 5:00 PM, prevailing time on Tuesday, May 15, 2018.

A list of persons whom absentee ballot issued will be available for inspection to qualified voters of the District at the office of the District Clerk on and after May 1, 2018 between the hours of 8:00 AM and 4:00 PM, weekdays prior to the day set for the annual election and on May 15, 2018, the day set for the election. The said list will be posted at the polling place at the election. Any qualified voter present in the polling place may object to the voting ballot upon appropriate grounds for making a challenge and the rules therefore known to

### LEGAL NOTICE

THE TOWN OF SALEM WILL BE ACCEPTING SEALED BIDS FOR MOWING AT THE FOLLOWING:

1-The following cemeteries: the Moravian/Camden Valley Road Cemetery a Eagleville Road Cemetery. Mowing equipment and Certificate of Insurance required provided by the bidder.

2-The Georgi Museum & Park Center-located on Adams Street in the Hamlet of Salem for the 2018 mowing season. The bid is to include the cost per mowing & trimming (trimming is expected each time), as well as moving of any objects on the grounds (picnic tables, etc.). Mowing equipment & Certificate of Insurance is to be provided by the bidder. Bidder will be expected to work with the Georgi Committee & will need to be flexible regarding any & all special events scheduled on the grounds. Mowing to be done on an as-needed basis (probably 12-16 times per season or more depending on the weather & events scheduled).

You may bid on just one or both of the above locations. Please note: Bids must be submitted in a sealed envelope marked 'Cemetery Bid' or 'Georgi Museum & Park Center Bid' to the Salem Town Office; 214 Main Street; Salem, NY during normal business hours. Bids must be received in person by 3:00 p.m. on Tuesday, April 10, 2018. If mailing, bids must be postmarked on or before April 7, 2018, and mailed to Salem Town Office; 214 Main Street; Salem, NY 12865; ATTN: TOWN CLERK-PATRICIA A. GILCHRIST

Bids will be opened & read at the regular monthly meeting of the Salem Town Board on April 11, 2018, said meeting to begin at 7:00 p.m. at the Salem Town Office; 214 Main Street; Salem, NY 12865

Patricia A. Gilchrist-Town Clerk

# TIMES HERALD-RECORD

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

State of New York:  
County of Orange: ss:

Heather McElroy

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

Legal Advertising Rep.

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

Public Notice

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

06/06/2018

Heather McElroy

Signature of Representative:  
Heather McElroy

Sworn to before me this 22 Day of June 20 18

Dawn Griffin

Notary Public, Orange County

DAWN M GRIFFIN  
Notary Public - State of New York  
No. 01GR4832299  
Qualified in Orange County  
My Commission Expires 7/31/2021

**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 Cambridge, Washington County, New York.

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