



Alex Camarda

Associate VP, State Government Affairs

February 24, 2025

The Honorable Michelle L. Phillips, Secretary
New York State Department of Public Service
Three Empire State Plaza
Albany, NY 12223-1350

RE: Franchise Renewal – Spectrum Northeast, LLC, locally known as Charter Communications, and the Village of Endicott

Dear Secretary Phillips:

Spectrum Northeast, LLC, is filing the following documents for a Franchise Renewal and Certificate of Confirmation in the Village of Endicott:

- R-2 Application for Franchise Renewal, channel lineup and rates
- Municipal Resolution granting Franchise Renewal
- Fully executed copy of Franchise Renewal Agreement
- Published Legal Notices

If you have any questions, please feel free to contact me at 212-379-5123 or via email at Alex.Camarda@charter.com.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Camarda", written over a light gray rectangular background.

Alex Camarda
Associate VP, State Government Affairs
Charter Communications

STATE OF NEW YORK
DEPARTMENT OF PUBLIC SERVICE

In the matter of an application by **SPECTRUM NORTHEAST, LLC**, an indirect subsidiary of Charter Communications, Inc., locally known as **Charter Communications**, for renewal of its Certificate of Confirmation and Cable Television Franchise in the **VILLAGE OF ENDICOTT**, County of Broome, New York

1. The exact legal name of the applicant is **Spectrum Northeast, LLC**
2. The applicant does business under the name Charter Communications, Inc.
3. Applicant's address and telephone number:

Charter Communications
120 East 23rd Street
New York, NY 10010
(212)379-5123

4. The applicant serves the following municipalities from the same headend or from a different headend
In the same or adjacent counties:

Binghamton, City of	Kirkwood, Town of
Binghamton, Town of	Maine, Town of
Chenango, Town of	Nanticoke, Town of
Conklin, Town of	Newark Valley, Town of
Dickinson, Town of	Owego, Town of
Endicott, Village of	Port Dickinson, Village of
Fenton, Town of	Smithville, Town of
Greene, Town of	Union, Town of
Greene, Village of	Vestal, Town of
Johnson City, Village of	

5. The number of subscribers in each of the municipalities noted above is:

Municipality	Subscribers	Municipality	Subscribers
Binghamton, City of		Kirkwood, Town of	
Binghamton, Town of		Maine, Town of	
Chenango, Town of		Nanticoke, Town of	
Conklin, Town of		Newark Valley, Town of	
Dickinson, Town of		Owego, Town of	
Endicott, Village of		Port Dickinson, Village of	
Fenton, Town of		Smithville, Town of	
Greene, Town of		Union, Town of	
Greene, Village of		Vestal, Town of	
Johnson City, Village of			

6. The following signals are regularly carried by the Binghamton, NY channel lineup (**refer to attached channel lineup/rates**).

7. The applicant does provide channel capacity for local origination.
8. The current monthly rates for service in the Village of Endicott are **(refer to attached channel lineup/rates)**.
9. During the past 12 months, the applicant has placed the following miles of new cable television plant in the Village of Endicott and in the municipalities specified in #4 above:

Municipality	Plant Miles	Municipality	Plant Miles
Binghamton, City of		Kirkwood, Town of	
Binghamton, Town of		Maine, Town of	
Chenango, Town of		Nanticoke, Town of	
Conklin, Town of		Newark Valley, Town of	
Dickinson, Town of		Owego, Town of	
Endicott, Village of		Port Dickinson, Village of	
Fenton, Town of		Smithville, Town of	
Greene, Town of		Union, Town of	
Greene, Village of		Vestal, Town of	
Johnson City, Village of			

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

The applicant, Charter Communications, requests that the New York State Department of Public Service grant this application and approve renewal of the Village of Endicott Certificate of Confirmation and Franchise Renewal Agreement.



By: _____

Alex Camarda
Associate VP, Government Affairs
Charter Communications

Date: February 24, 2025

TV PACKAGES
SPECTRUM TV BASIC
(Includes Digital Music channels and the following services)
1 Spectrum News 1 - Southern Tier
2 WBNG - CBS
3 WICZ - FOX
5 WBGH - NBC
6 WIVT - ABC
7 WSKG - PBS
8 WICZ - MyTV
11 WBNG - The CW
50 C-SPAN
83 NY State Legislature
92 C-SPAN2
93 C-SPAN3
159 QVC
176 HSN
188 Jewelry TV
194 SHOPHQ
215 New York 1 News
481 QVC2
484 HSN2
1241 WIVT - LAFF
1242 WIVT - ION Mystery
1255 WBNG - MeTV
1256 WBNG - Court TV
1275 WSKG - PBS Kids
1276 WSKG - Create
1277 WSKG - World
1301 Pub-Public Access
1310 Spectrum Reach - Drivers Village
1901-1950 Music Choice

SPECTRUM TV SELECT
(Includes Spectrum TV Basic and the following channels)
9 ION Television - East
10 TBS - East*
13 TV Land - East*
17 CNN*
18 HLN*
19 MSNBC*
20 CNBC*
21 The Weather Channel*
24 SportsNet New York
25 ESPN*
26 ESPN2*
28 MSG Plus*
29 MSG (Zone 2)*
31 YES Network
33 FOX News Channel*
34 TNT - East*
35 USA Network - East*
36 SyFy - East*
37 Lifetime - East*
38 A&E - East*
39 FX - East*
40 Comedy Central - East*
41 BET - East*
42 E! - East*
43 Paramount Network - East*
45 Nickelodeon - East*
46 Disney Channel - East*
47 Cartoon Network - East*
48 Hallmark Channel - East*
49 EWTN
51 Discovery Channel - East*
52 TLC - East*
53 Animal Planet - East*
54 Travel Channel - East*
55 HISTORY - East*
56 Food Network - East*
57 HGTV - East*
58 VH1 - East*
59 MTV - East*
60 CMT - East*
61 AMC - East*
62 Bravo - East*
65 National Geographic - East*
66 WE tv - East*
67 Lifetime Movies - East*
68 truTV - East*
69 INSP
71 NewsNation
72 Daystar
73 BBC America - East*
74 Bloomberg Television*
75 FOX Business Network*
76 FOX Sports 1*
77 MSG 2 (Zone 2)*
78 SEC Network
80 AXS TV
81 MotorTrend
82 Investigation Discovery - East*
88 Hallmark Mystery - East*
90 Oxygen - East*
91 Galavisión - East*
95 SundanceTV - East
96 TBN
97 SonLife
98 VICTORY Channel
124 UP

139 Earth TV
147 ChimeTV
155 Start TV - East
156 Story TV
161 Magnolia Network
175 Pop - East*
177 GSN - East*
178 Stellar TV
183 The Africa Channel
185 ASPIRE TV*
195 QVC3
198 AccuWeather
217 FOX Weather
222 Newsmax TV
232 theGrio - East*
291 REVOLT*
327 MSG SportsNet 2 (Zone 2)*
371 Yes Network Overflow
388 ACC Network
462 The World Network
474 The Impact Network*
476 Shop Zeal 6
477 FETV
478 Shop Zeal 8
481 QVC2
482 Shop Zeal 1
484 HSN2
485 Shop Zeal 3
486 Shop Zeal 4
488 Shop Zeal 5
489 LOVE
490 GEM Shopping Network
492 Shop LC
627 IFC - East
801 Univisión - East

SPECTRUM TV CHOICE
(Includes Spectrum TV Basic and pick 15 channels from services listed with an * symbol after them)
SPECTRUM TV STREAM
1 Spectrum News 1 - Southern Tier
13 TV Land - East*
17 CNN*
18 HLN*
19 MSNBC*
20 CNBC*
21 The Weather Channel*
33 FOX News Channel*
36 SyFy - East*
37 Lifetime - East*
38 A&E - East*
39 FX - East*
40 Comedy Central - East*
41 BET - East*
42 E! - East*
43 Paramount Network - East*
45 Nickelodeon - East*
46 Disney Channel - East*
47 Cartoon Network - East*
48 Hallmark Channel - East*
51 Discovery Channel - East*
52 TLC - East*
53 Animal Planet - East*
54 Travel Channel - East*
55 HISTORY - East*
56 Food Network - East*
57 HGTV - East*
58 VH1 - East*
59 MTV - East*
60 CMT - East*
61 AMC - East*
62 Bravo - East*
63 TCM*
64 OWN - East*
65 National Geographic - East*
66 WE tv - East*
67 Lifetime Movies - East*
69 INSP
70 Discovery Life
73 BBC America - East*
74 Bloomberg Television*
75 FOX Business Network*
80 AXS TV
81 MotorTrend
82 Investigation Discovery - East*
85 Nick Jr - East
88 Hallmark Mystery - East*
90 Oxygen - East*
95 SundanceTV - East
119 MTV2 - East*
120 MTV Classic - East
124 UP
127 Hallmark Family
133 VICE - East
134 FYI - East
135 Destination America
136 Science Channel
137 Crime & Investigation
140 American Heroes Channel
141 Military History
159 QVC
161 Magnolia Network

163 Cooking Channel
176 HSN
177 GSN - East*
179 Logo - East
182 BET Her - East
185 ASPIRE TV*
188 Jewelry TV
190 Cars.TV
191 Justice Central
192 Pets.TV
193 Recipe.TV
208 CNBC World
209 BBC World News*
215 New York 1 News
217 FOX Weather
221 Cheddar News
222 Newsmax TV
232 theGrio - East*
253 Boomerang
262 Nicktoons - East
263 TeenNick - East
266 Discovery Family
286 MTV Live
287 BET Jams
288 Nick Music
290 BET Soul
295 Great American Family - East
408 Outdoor Channel
481 QVC2
484 HSN2
627 IFC - East
640 HDNet Movies
2010 Spectrum Originals On Demand

SPECTRUM TV STREAM LATINO
91 Galavisión - East*
417 BeIN SPORTS*
443 BeIN SPORTS Español*
801 Univisión - East
803 Telemundo - East*
804 UniMás - East*
841 Mexico 22
842 Estudio 5
843 Multimedios Televisión
847 N+ Foro
856 Caracol Televisión
857 RCN Nuestra Tele
860 CentroamericaTV
865 Ecuavisa Internacional
871 Telemicro
872 Televisión Dominicana
874 WAPA America*
875 Cubaplay
877 Antena 3 TV
882 Vme
895 Univisión tlnovelas
896 Pasiones
898 NBC Universo - East
910 Bandamax
911 TeleHit Urbano
912 TeleHit
914 Tarima
916 Inglés Para Todos
917 Kids Street
924 Discovery Familia
926 Atrés Series
930 Discovery en Español*
932 HISTORY en Español
933 HITN
934 ¡HOLA! TV
935 Mexicanal
936 Aplauso TV
940 Hogar de HGTV
947 ESNE
971 Cine Latino - East
972 Cine Mexicano
973 Cine Sony
979 De Película Clásico
980 De Película
982 ViendoMovies

ENTERTAINMENT VIEW
(Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino or Spectrum Choice Packages)
30 Golf Channel*
36 SyFy - East*
42 E! - East*
63 TCM*
64 OWN - East*
67 Lifetime Movies - East*
70 Discovery Life
79 CBS Sports Network*
80 AXS TV
85 Nick Jr - East
94 NFL Network*
119 MTV2 - East*
120 MTV Classic - East
124 UP
127 Hallmark Family
128 Reelz

131 Smithsonian Channel - East*
133 VICE - East
134 FYI - East
135 Destination America
136 Science Channel
137 Crime & Investigation
140 American Heroes Channel
141 Military History
151 Heroes & Icons - East
163 Cooking Channel
169 Fuse TV
174 Lifetime Real Women
177 GSN - East*
179 Logo - East
182 BET Her - East
187 Ovation
190 Cars.TV
191 Justice Central
192 Pets.TV
193 Recipe.TV
196 Comedy.TV
208 CNBC World
209 BBC World News*
210 i24
213 Radar
219 JBS (Jewish Broadcasting Service)
221 Cheddar News
222 Newsmax TV
253 Boomerang
255 Universal Kids - East
256 BabyFirst TV
262 Nicktoons - East
263 TeenNick - East
266 Discovery Family
286 MTV Live
287 BET Jams
288 Nick Music
290 BET Soul
292 FM
295 Great American Family - East
297 RFD-TV
302 ESPNEWS
306 MLB Network
308 NBA TV
370 ESPNÜ
401 FOX Sports 2*
406 Tennis Channel
440 ESPN Deportes*
442 FOX Deportes*
465 BYU TV
468 The Cowboy Channel
469 Jewish Life TV
620 MoviePlex
621 Starz Encore IndiePlex
622 RetroPlex
623 FLIX - East
640 HDNet Movies
898 NBC Universo - East
899 Tr3s - East

SPORTS PACKAGES
SPORTS VIEW
(Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino or Spectrum Choice Packages)
30 Golf Channel*
94 NFL Network*
302 ESPNEWS
306 MLB Network
307 MLB Strike Zone
308 NBA TV
311 NFL RedZone
312 NHL Network
382 BTN
386 BTN - Extra1
401 FOX Sports 2*
402 MAVTV Motorsports Network
406 Tennis Channel
408 Outdoor Channel
413 FanDuel TV
417 BeIN SPORTS*
443 BeIN SPORTS Español*
468 The Cowboy Channel
1554 Willow TV

OTHER SERVICES
419 FOX Soccer Plus
617 AMC+ On Demand
618 AMC+
660 iN DEMAND 1
661 iN DEMAND 2
700-722 NHL Center Ice/MLB Extra Innings HD
734-743 NBA League Pass/MLS Direct Kick HD
750-772 NHL Center Ice/MLB Extra Innings HD
1024 Carnegie Hall+ On Demand
1025 Music Choice - Karaoke On Demand
1026 Music Choice - Relax On Demand
1485 Acorn TV On Demand

PREMIUM CHANNELS

MAX
510 HBO On Demand
511 HBO - East
512 HBO 2 - East
513 HBO Signature - East
514 HBO Family - East
515 HBO Comedy - East
516 HBO Zone - East
517 HBO Latino - East
518 HBO - West
519 HBO 2 - West
520 HBO Signature - West
521 HBO Family - West
522 HBO Comedy - West
523 HBO Zone - West
524 HBO Latino - West

CINEMAX
530 Cinemax On Demand
531 Cinemax - East
532 MoreMAX - East
533 ActionMAX - East
534 ThrillerMAX - East
535 OuterMAX - East
536 Cinemax Latino - East
537 5 StarMAX - East
538 MovieMAX - East
539 Cinemax - West
540 MoreMAX - West
541 ActionMAX - West
542 ThrillerMAX - West

PARAMOUNT+ WITH SHOWTIME
550 Showtime On Demand
551 Paramount+ with SHOWTIME-East
552 SHO 2 - East
553 Showtime Showcase - East
554 SHO Extreme - East
555 SHO BET - East
556 SHO Next - East
557 SHO Women - East
558 Showtime Family Zone - East

TMC
570 TMC On Demand
571 The Movie Channel - East
572 The Movie Channel XTRA - East

STARZ & STARZ ENCORE
580 Starz On Demand
581 STARZ - East
582 STARZ EDGE - East
583 STARZ IN BLACK - East
584 STARZ KIDS & FAMILY - East
585 STARZ CINEMA - East
586 STARZ COMEDY - East
601 Starz Encore On Demand

602 STARZ ENCORE - East
603 STARZ ENCORE ACTION - East
604 STARZ ENCORE BLACK - East
605 STARZ ENCORE CLASSIC - East
606 STARZ ENCORE SUSPENSE - East
607 STARZ ENCORE WESTERNS - East
608 STARZ ENCORE FAMILY - East

MGM+
594 MGM+ On Demand
595 MGM+ - East
596 MGM+ - West
597 MGM+ Hits - East
598 MGM+ MARQUEE - East
599 MGM+ Drive-In

MULTICULTURAL
PACKAGES

LATINO VIEW
91 Galavisión - East*
417 BeIN SPORTS*
440 ESPN Deportes*
442 FOX Deportes*
443 BeIN SPORTS Español*
801 Univisión - East
803 Telemundo - East*
804 UniMás - East*
811 Estrella TV - East*
834 CNN en Español - East*
841 Mexico 22
842 Estudio 5
843 Multimedios Televisión
844 Canal Once
845 Telefórmula
847 N+ Foro
849 Ultra Docu
850 Canal Sur
853 SUR Perú
855 TV Chile
856 Caracol Televisión
857 RCN Nuestra Tele
860 CentroamericaTV
861 Tele El Salvador
865 Ecuavisa Internacional
867 TVV
870 Super Canal
871 Telemicro
872 Televisión Dominicana
874 WAPA America*
875 Cubaplay
877 Antena 3 TV
882 Vme
895 Univisión tlnovelas
896 Pasiones
898 NBC Universo - East
899 Tr3s - East
910 Bandamax
911 TeleHit Urbano
912 TeleHit
914 Tarima
915 Ultra Fiesta
916 Inglés Para Todos
917 Kids Street

918 Ultra Familia
919 Ultra Kidz
921 Cartoon Network en Español - East
923 ¡Sorpresa! TV
924 Discovery Familia
926 Atres Series
928 BabyFirst TV (SAP)
930 Discovery en Español*
932 HISTORY en Español
933 HITN
934 ¡HOLA! TV
935 Mexicana
936 Aplauso TV
937 Ultra Macho
940 Hogar de HGTV
945 EWTN en Español
947 ESNE
971 Cine Latino - East
972 Cine Mexicano
973 Cine Sony
979 De Película Clásico
980 De Película
982 ViendoMovies
983 Ultra Mex
984 Ultra Cine
985 Ultra Clasico

MI PLAN LATINO
(Includes Spectrum TV Basic, Latino View and the following services)
10 TBS - East*
13 TV Land - East*
21 The Weather Channel*
34 TNT - East*
35 USA Network - East*
36 SyFy - East*
37 Lifetime - East*
38 A&E - East*
39 FX - East*
40 Comedy Central - East*
41 BET - East*
42 E! - East*
43 Paramount Network - East*
45 Nickelodeon - East*
46 Disney Channel - East*
47 Cartoon Network - East*
48 Hallmark Channel - East*
51 Discovery Channel - East*
52 TLC - East*
53 Animal Planet - East*
54 Travel Channel - East*
55 HISTORY - East*
56 Food Network - East*
57 HGTV - East*
58 VH1 - East*
59 MTV - East*
61 AMC - East*
62 Bravo - East*
65 National Geographic - East*
66 WE tv - East*
67 Lifetime Movies - East*
69 INSP
73 BBC America - East*
82 Investigation Discovery - East*
85 Nick Jr - East
88 Hallmark Mystery - East*

RESIDENTIAL SERVICES AND RATES

TV PACKAGES (PER MONTH)		Primary Installation/Reconnect (when truck roll required) ^A	
Spectrum TV Basic ^c	\$40.00	Reconnection Fee	\$65.00
Spectrum TV Select ^c	\$120.00	Service Activation	\$5.00
Spectrum TV Choice ^c	\$80.00		\$30.00
Mi Plan Latino ^c	\$90.00	MISCELLANEOUS CHARGES (PER ACTIVITY)	
Spectrum TV Stream [™]	\$40.00	Insufficient Funds Fee	\$25.00
Spectrum TV Stream Latino [™]	\$25.00	Late Fee	\$8.95
A LA CARTE (PER MONTH)		Phone Payment Processing (Charter Assisted)	\$5.00
Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino and Spectrum TV Choice Packages		SERVICES (PER MONTH)	
Entertainment View	\$15.00	CableCARD ^E	\$12.00
Entertainment View Plus (Entertainment View and Max)	\$25.00	DVR Service (1 DVR Receiver) ^F	\$13.00
Sports View	\$10.00	DVR Service Package (2 to 4 DVR receivers)	\$20.00
PREMIUM CHANNELS (PER MONTH)		Cloud DVR	\$5.00
Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino and Spectrum TV Choice Packages		Cloud DVR Plus ^G	\$10.00
Cinemax	\$10.00	Xumo Box	\$5.00
Max	\$17.00	SPECTRUM EQUIPMENT RENTAL & OTHER SERVICES (PER MONTH)	
MGM+	\$7.00	Spectrum Receiver and Remote (per outlet) ^C	\$15.00
Paramount+ with SHOWTIME	\$10.00	UNRETURNED EQUIPMENT FEES (PER UNIT)	
STARZ & STARZ ENCORE	\$11.00	Spectrum Receiver	\$97.00
The Movie Channel (TMC)	\$5.00	High Split Converter	\$195.00
MULTICULTURAL CHANNELS (PER MONTH)			
Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino and Spectrum TV Choice Packages			
Latino View	\$15.00		
OTHER CHANNELS (PER MONTH)			
Add to Spectrum TV Basic, Spectrum TV Select, Mi Plan Latino and Spectrum TV Choice Packages			
Acorn TV	\$8.00		
ALLBLK	\$7.00		
AMC+	\$10.00		
Fox Soccer Plus	\$10.00		
Gaia TV	\$7.00		
Music Choice – Karoke	\$8.00		
Music Choice – Relax	\$7.00		
INSTALLATION/SERVICE CALL FEES			

DISCLAIMERS:	
* Price includes \$28 Broadcast TV Surcharge	
** Requires Xumo Stream Box or compatible streaming device	
A Applies to each instance of primary or customer installations, reconnects, or additional service calls.	
C Customers who subscribe to Spectrum Basic-only services are not required to lease a Spectrum Receiver.	
E Access to certain digital channels in systems with switched digital technology require a Receiver, as HDTV's equipped with CableCARDS cannot access certain digital channels requiring two-way communication.	
F Customers who subscribe to DVR Service are required to lease a Spectrum Receiver.	
G Customers who subscribe to Cloud DVR Plus are not required to lease a Spectrum Receiver.	
ADDITIONAL CUSTOMER INFORMATION: Restrictions apply. Certain packages and features vary based on service level. Certain programming may be unavailable due to programmer restrictions or blackouts. Pricing and programming subject to change. Taxes and fees extra. Services subject to all applicable service terms & conditions; subject to change.	
©2025 Charter Communications	
Areas Served: City of Binghamton; Towns of Binghamton, Chenango, Conklin, Dickinson, Fenton, Greene, Kirkwood, Maine, Nanticoke, Newark Valley, Owego, Smithville, Union, Vestal; Villages of Endicott, Greene, Johnson City, Port Dickinson, NY	

VILLAGE OF ENDICOTT
A RESOLUTION APPROVING
CABLE FRANCHISE AGREEMENT RENEWAL
R#26-2024

At a meeting of the Board of Trustees of the Village of Endicott, held at the Municipal Building, 1009 E Main Street, Endicott, New York on the 2nd day of December, 2024, the following resolution was offered and seconded:

WHEREAS, an application has been duly made to the Board of the Village of Endicott, County of Broome, New York, by Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, for the approval of a renewal agreement for Charter's cable television franchise for ten (10) years commencing with the date of approval by the Public Service Commission; 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 Village of Endicott, New York on December 2, 2024 at 6:00 p.m. and notice of the hearing was published in the *Press & Sun-Bulletin* on November 25, 2024.

NOW THEREFORE, the Village Board of the Village of Endicott finds that:

1. Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Village Board of the Village of Endicott hereby grants the cable television franchise of Spectrum Northeast, LLC and the Village of Endicott for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years hence.

BE IT FURTHER RESOLVED that the Village Board of the Village of Endicott hereby confirms acceptance of this franchise renewal agreement.

The foregoing having received a majority vote was thereby declared adopted.

CERTIFICATION

I, Anthony J. Bates, do hereby certify that I am the Village Manager of the Village of Endicott and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Village Board at a meeting thereof held at the Municipal Building, 1009 E Main Street, Endicott, New York on the 2nd day of December, 2024. Said resolution was adopted by the following roll call vote:

Deputy Mayor Timothy Wright, Jr.	- Yes
Trustee R. Ted Warner	- Yes
Trustee Patrick Dorner	- Yes
Trustee Machel Spinelli	- Yes

Dated: December 2, 2024

Village Seal



Anthony J. Bates, Village Manager

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the Village of Endicott, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., 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 Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area. Gross Revenue shall include all eligible subscriber and non-subscriber revenue, including, but not limited to, all revenue from basic, standard, digital and premium tiers of Cable Service, and pay-per-view service. Gross Revenue shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

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

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of 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 explicit mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be immediately repaired or replaced by the Grantee and restored to a condition reasonably comparable to the condition of the property immediately prior to such damage or destruction.

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 promptly tender complete control of the defense of the claim or action to Grantee in writing so that Grantee has sufficient time to retain counsel and prepare a timely response. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

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

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

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

SECTION 5 **Service Obligations**

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

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

SECTION 6

Service Availability

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

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

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

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

areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

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

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

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

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

SECTION 8

Conditions on Street Occupancy

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

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

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

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 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 may 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 Facilities. Subject to applicable law, upon the effective date, Grantee will offer, without charge and on a voluntary basis, one outlet of Basic Cable Service to the locations listed below, provided that locations are within 150 feet from Grantee's existing distribution system:

Village Hall, 1009 E Main St., Endicott, NY 13760
Police Department, 1101 Park St., Endicott, NY 13760
Fire Department, 1009 E Main St., Endicott, NY 13760
George W. Johnson Library, 1001 Park St., Endicott, NY 13760

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 year. 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. Upon request, Grantee shall submit to the Grantor, along with the payment of said fees, a report showing reasonable detail the

basis for the computation of the quarterly payment. All amounts paid shall be subject to audit and recomputation by the Grantor. In the event that an audit reveals an underpayment of franchise fees, Grantee will remit the underpaid amount within 120 days of notification, together with interest on the underpaid amount at a rate equal to the prime rate plus 2%.

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 six (6) years from the date on which payment by the Grantee was due.

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, except for books and records sharing the calculation of Gross Revenues and payment of Franchise Fees, which shall be kept for six (6) 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 less 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 ensure 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: Nicholas Burlingame
Mayor, Village of Endicott
1009 E Main St.
Endicott, NY 13760

Email: VOEMAYOR@endicottny.com

Grantee: Alex Camarda
Associate VP, Government Affairs
100 Town Centre Dr.
Rochester, NY 14623

Email: alex.camarda@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

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 2nd day of December, 2024

Village of Endicott

Signature: _____

Name/Title: _____

Nicholas C. Burlingame
Nicholas Burlingame / Mayor

Accepted this 16th day of January, 2025, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

Paul Abbott
Paul Abbott, VP, Local Govt Affairs & Franchising

10787342, 1122967

AFFIDAVIT OF PUBLICATION

State of New York
County of Broome

Shelly Hora being duly sworn, deposes and says she is the Principal Clerk of The **Binghamton Press and Sun Bulletin**, Division of Gannett Newspaper Subsidiary, publishers of following newspaper printed in Johnson City and published in City of Binghamton, and of general circulation in Broome, Chenango, Delaware, Tioga Counties, State of New York, of which annexed is a printed copy, out from said newspaper has been published in said newspaper editions dated:

11/25/2024

Subscribed and sworn to before me this 25 day of November, 2024

Notary Public
State of Wisconsin, County of Brown

Shelly Hora
Vicky Felty

VICKY FELTY
Notary Public
State of Wisconsin

919.25.25

**VILLAGE OF ENDICOTT
NOTICE OF PUBLIC
HEARING**

For the approval of a Cable Television Agreement between Spectrum Northeast, LLC and the Village of Endicott.

PLEASE TAKE NOTICE that the Village of Endicott will hold a public hearing on December 2, 2024 at 6:00 p.m. at the Municipal Building, 1009 E Main Street, Endicott, New York regarding granting a cable television franchise agreement by and between the Village of Endicott and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the Village Clerk's Office, 1009 E Main Street, Endicott, 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.

Members of the public may attend in person only. The Village also provides for one-way streaming of meetings on the internet, which can be viewed using the information below. Viewing meetings on the internet does not constitute meeting attendance for the public, nor does it allow for public participation via the internet.

Meeting Link:
<https://us02web.zoom.us/j/8799825149?omn=89438265733>
Meeting ID: 879 982 5149
Dial in phone number: 1-929-436-2866

Any person is entitled to be heard upon said proposed franchise agreement at such public hearing. Communications in writing in relation thereto may be filed with the Village Board prior to the public hearing. Persons with disabilities who require assistance should contact the undersigned to request such assistance.

By Order of the Village Board of Trustees of the Village of Endicott.

Dated: November 19, 2024

Janice Orlando, Deputy Clerk-Treasurer

Nov 25 2024

Nov 25, 2024

AFFIDAVIT OF PUBLICATION

State of New York
County of Broome

Linda Tuttle being duly sworn, deposes and says she is the Principal Clerk of The **Binghamton Press and Sun Bulletin**, Division of Gannett Newspaper Subsidiary, publishers of following newspaper printed in Johnson City and published in City of Binghamton, and of general circulation in Broome, Chenango, Delaware, Tioga Counties, State of New York, of which annexed is a printed copy, out from said newspaper has been published in said newspaper editions dated:

02/09/2025

Linda Tuttle

Subscribed and sworn to before me this 09 day of February, 2025

Nancy Heyrman

Notary Public
State of Wisconsin, County of Brown

Nancy Heyrman
Notary Public, State of Wisconsin
Commission Expires,

5.15.27

**LEGAL NOTICE FOR APPLICATION OF FRANCHISE
RENEWAL**

PLEASE TAKE NOTICE that Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, has filed an application for renewal of its Cable Television Franchise in the Village of Endicott, Broome County, New York.

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

February 9 2025

LNYS0236588