



2009 NOV -5 AM 10: 06

November 5, 2009

Ms. Jaclyn A. Brilling
Secretary
State of New York
Department of Public Service
Three Empire State Plaza
Albany, NY 12223-1350

Dear Secretary Brilling:

Charter Communications is hereby submitting a Franchise Agreement for the Commission's review and approval for the Town of Petersburg, NY.

I have enclosed an original and three copies of the fully executed Franchise Agreement and the Form R-2 (Application for Renewal of Franchise or Certificate of Confirmation), the State Environmental Quality Review report filed with the Town, as well as the resolution approved by the Town Board. I have also enclosed the required verification of public notice for the public hearing and verification of public notice of our filing this application with the PSC. I have recently filed a hard copy and an electronic copy of Charter's most recent FCC Proof of Performance test results that covers the Town of Petersburg and the other municipalities we serve in Rensselaer and Columbia counties. The hard copy was submitted with the Town of Austerlitz application, and the electronic copy was sent per the request of Eva Gnacik of your Central Records Department on June 25, 2009.

If you have any questions or concerns, I can be reached at 508-853-1515 x72857 or via email at Tom.Cohan@chartercom.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas P. Cohan', written in a cursive style.

Thomas P. Cohan
Director of Government Relations

A FRANCHISE AGREEMENT

Between

The Town of Petersburg, County of Rensselaer, State of New York

and

Charter Communications Entertainment I, LLC

l/k/a

Charter Communications

A FRANCHISE AGREEMENT

Between

The Town of Petersburg, County of Rensselaer, State of New York

and

Charter Communications Entertainment I, LLC

FRANCHISE AGREEMENT

This Franchise Agreement is between the Town of Petersburg, New York, hereinafter referred to as the "Grantor, Franchise Authority or Municipality" and Charter Communications Entertainment I, LLC locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee or Franchisee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, 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; and

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

WHEREAS, the Board, in granting this franchise, embodied in the agreement the results of its review and negotiations with Charter Communications and has determined that said franchise agreement and Charter Communications respectively, fulfills and will fulfill the needs of the Town of Petersburg, NY, with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission (NYSPSC);

NOW, THEREFORE, in consideration of the forgoing clauses, which clauses are hereby made a part of this franchise agreement, and the mutual covenants and agreements herein contained, the Franchise Authority and Grantee agree as follows:

1.0	DEFINITION OF TERMS.....	6
PART I -- THE FRANCHISE		7
2.0	GRANT OF FRANCHISE.....	7
3.0	NON-EXCLUSIVE NATURE OF THIS FRANCHISE	7
4.0	TERRITORIAL LIMITS	7
5.0	FRANCHISE SUBJECT TO LAW AND REGULATION.....	8
6.0	CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS.....	8
7.0	ASSIGNMENT OR TRANSFER OF FRANCHISE.....	10
8.0	DEFAULT, REVOCATION, TERMINATION. ABANDONMENT	11
9.0	SEVERABILITY	12
10.0	EFFECTIVE DATE AND TERM.....	12
PART II — THE SYSTEM		13
11.0	SYSTEM SPECIFICATIONS.....	13
12.0	SYSTEM PERFORMANCE STANDARDS.....	14
13.0	SYSTEM MAINTENANCE AND REPAIR	14
PART III — THE SERVICE		15
14.0	GENERAL SERVICE OBLIGATION	15
15.0	MUNICIPAL AND SCHOOL SERVICE	15
16.0	PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS.....	15
16.1	COMPANY WILL COMPLY WITH PART 895.4 OF PSC RULES.....	15
PART IV — FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY.....		16
17.0	INDEMNITY AND INSURANCE.....	16
18.0	RATES AND CHARGES	16
19.0	EMPLOYMENT PRACTICES	17
20.0	MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM	17

21.0	MUNICIPALITY'S RIGHT TO INSPECT BOOKS AND RECORDS	17
22.0	REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY	17
23.0	MANDATORY RECORDKEEPING.....	18
24.0	EMERGENCY USE.....	18
PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS.....		19
AND CUSTOMER SERVICE REQUIREMENTS		19
25.0	COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION	19
26.0	EMPLOYEE IDENTIFICATION/TRAINING.....	19
27.0	MISCELLANEOUS PROVISIONS	19
PART VI — GUARANTEE OF FRANCHISEE'S PERFORMANCE.....		21
28.0	GUARANTEE OF PERFORMANCE.....	21
<u>29.0</u>	EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS	22

1.0 DEFINITION OF TERMS

1.1 **"Area Outage"**: a total or partial loss of video, audio, data or other signals carried on the cable television system in a location affecting ten or more subscribers.

1.2 **"Cable Communications System"** (also herein referenced as "cable system" and "system"): the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of electronic, electromechanical, optical, or electrical signals to multiple subscribers within the Municipality.

1.3 **"Cable Service"**: the transmission to subscribers of (a) video programming (meaning programming provided by, or comparable to programming provided by, a television broadcast station); and (b) other programming (meaning information that a cable operator makes available to all subscribers generally), including subscriber interaction utilizing the addressable capacity and capability of the cable system.

1.4 **"Capability"**: the ability of the Franchisee to activate a described technological or service aspect of the cable communications system without delay.

1.5 **"FCC"**: the Federal Communications Commission.

1.6 **"Franchisee"**: Charter Communications, and its lawful successors and assignees.

1.7 **"PSC"**: the New York State Public Service Commission or any successor State agency with similar responsibilities.

PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE

2.1 The Franchisee is hereby granted, subject to the terms and conditions of the franchise, the right, privilege, and authority to operate and maintain a cable communications system within the streets, alleys, and public ways of the Municipality.

2.2 The Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the cable communications system in conformance with the Municipality's specifications.

2.3 Nothing in this franchise shall be deemed to waive the requirements of the various codes and ordinances of the Municipality regarding permits, fees to be paid, or manner of construction.

2.4 No privilege nor power of domain shall be deemed to be bestowed by this franchise other than that conferred pursuant to statutory law.

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This franchise shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate.

3.2 In accordance with PSC Rule 895.3, the grant or renewal of this franchise shall not contain economic or regulatory burdens which, when taken as a whole, are greater or lesser than those burdens placed upon any other cable television franchise operating within the municipal territorial limits relating to this franchise.

4.0 TERRITORIAL LIMITS

4.1 The rights and privileges awarded pursuant to this franchise shall relate to and cover the entire present territorial limits of the Municipality and any area annexed thereto during the term of this franchise.

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this franchise are subject to Federal and State law and to the rules and regulations of the FCC and the PSC.

5.2 All terms and conditions of this franchise are subject to the approval of the PSC.

5.3 All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce generally applicable local laws, ordinances, rules and regulations necessary to the health, safety and general welfare of the public; provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in 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, any amendment of this Franchise must be done in accordance with PSC Rule 892.1.

5.4 Within sixty (60) days of the effective date of this franchise, the Franchisee shall file a request for certification of this franchise with the PSC and FCC, and shall provide the Municipality with evidence of such filing.

5.5 The Town Supervisor will be responsible for the continuing administration of the franchise, upon approval of the entire Town Board.

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work which requires the disturbance of any Street or which will interfere with traffic shall not be undertaken without prior notification to and approval of the Municipality.

6.2 No poles, underground conduits or other wire-holding structures shall be erected by the Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; however, such approval may not be unreasonably withheld.

6.3 All structures, lines and equipment erected by the Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility which may be available to the Franchisee shall be used to the extent practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, the Franchisee's cable also shall be placed underground.

6.4 The Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and

public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures. Five (5) business days prior to commencing any tree trimming, the Franchisee will inform in writing affected property owners and the municipal official responsible for monitoring the Franchisee's construction activities.

6.5 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Franchisee shall, at its own cost and expense in the manner provided and approved by the municipal official responsible for monitoring the Franchisee's construction activities, and within 30 days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced. In the event that any municipal property is damaged or destroyed by the Franchisee, such property shall be repaired or replaced by the Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced.

6.6 All structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, the Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds. The grant of this franchise does not establish priority for use over other present or future permit or franchise holders or the Municipality's own use of the streets and public grounds. The Municipality shall at all times control the distribution of space in, over, under or across all streets and public grounds that are occupied by the cable communications system. All rights granted for the construction and operation of the cable communications system shall be subject to the continuing right of the Municipality to require such reconstruction, relocation, change or discontinuance of the facilities and equipment used by the Franchisee in the streets, alleys, avenues, and highways of the Municipality, as shall in the opinion of the Municipality be necessary in the public interest.

6.8 Nothing in this franchise shall hinder the right of the Municipality or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the cable communications system in any way interfere with the construction, maintenance, or repair of such public works or public improvements, the Franchisee shall, at its own cost and expense, protect or relocate its cable communications system, or part thereof, as reasonably directed by the Municipality.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 In accordance with PSC Rule 895.1(s), no change in control of the Franchisee, the system, or the franchise granted herein shall occur without the prior written consent of the Municipality and prior approval of the PSC. The Franchise granted hereunder shall not be assigned, other than 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 sixty (60) days of receiving a request for transfer, 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.

7.2 At least sixty (60) days before a proposed change of control is scheduled to become effective, the Franchisee shall petition in writing for the Municipality's written consent of such proposal.

7.3 In determining whether to approve said petition, the Municipality shall consider those conditions detailed in PSC Rule 895.1(s)(2), the applicant's:

- a) Technical ability;
- b) Financial ability;
- c) Good character; and
- d) Other qualifications necessary to continue to operate the cable television system consistent with the terms of the franchise.

7.4 A copy of the completed sales agreement, or a functionally equivalent instrument, between the Franchisee and proposed transferee or assignee shall be provided to the Municipality, upon request of the latter.

7.5 The Municipality may approve said petition contingent on compliance with additional standards, terms, or conditions within its regulatory purview and consistent with findings resulting from its review of the aforementioned petition.

7.6 In the event that the Municipality refuses to grant the aforementioned petition, it shall set forth specific reasons for its decision in writing by municipal resolution.

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 The Municipality may revoke this franchise and all rights of the Franchisee hereunder for any of the following reasons:

- a) The franchisee fails, after thirty (30) days prior written notice from the Municipality, to provide and maintain the cable communications system as specified in Section 11.0 herein.; or
- b) The Franchisee attempts or does practice a fraud or deceit in its securing of this franchise; or
- c) The Franchisee fails to comply with provisions of this franchise, pertaining to public, educational, and governmental access; or
- d) The Franchisee practices fraud or displays repeated negligence in the accurate reporting of information to the Municipality; or
- e) The Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute; in which case the payments in question will be put in escrow until the dispute is settled; or
- f) The Franchisee fails to maintain adequate insurance as specified in this franchise.

8.2 Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof, which ordinance or resolution shall not be adopted until after the expiration of the written notice (re: Section 8.0 a) to the Franchisee and an opportunity for the Franchisee to be fully and fairly heard.

8.3 In no event, and notwithstanding any contrary provision in this section or elsewhere in this franchise, shall this franchise be subject to revocation or termination, or the Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is directly attributable to reason of *force majeure*. The term "*force majeure*" as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New York or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor work actions and unavailability of essential equipment, personnel, services and/or materials beyond the reasonable control of the Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

8.4 In the event of such circumstances as described in Section 8.3, the Franchisee may be excused from its obligations herein during the course of any such events or conditions,

only upon application to and approval by the Municipality. Such application shall include clear evidence as to how such events have prevented the Franchisee from meeting its obligations. Upon approval by the Municipality of the Franchisee's application, the time specified for performance of the Franchisee's obligations hereunder shall extend for such reasonable time thereafter as may be determined by the Municipality; such approval may not be unreasonably withheld.

8.5 Upon revocation, the Municipality shall have the option either of purchasing the cable communications system or of requiring the Franchisee to remove all portions of the system from all public ways and places at the expense of the Franchisee, subject to the provisions of applicable Federal and State law.

8.6 The Franchisee shall not abandon any service or portion thereof required to be provided pursuant to the terms of this franchise without the prior written consent of the Municipality.

9.0 SEVERABILITY

9.1 Should any provision of this franchise be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or state legislative or regulatory action, the remaining provisions and this franchise shall remain in full force and effect.

10.0 EFFECTIVE DATE AND TERM

10.1 The effective date of this franchise shall be the date this franchise is granted a certificate of confirmation by the PSC.

10.2 The term of this franchise shall be five (5) years from the effective date.

PART II — THE SYSTEM

11.0 SYSTEM SPECIFICATIONS

11.1 Subject to FCC and PSC regulations, policies, and standards, and subject to the cable communication systems' capability of providing the services and facilities prescribed in this franchise, the technical design of the cable communications system serving the Municipality shall be at the option of the Franchisee and as further described in this section.

11.2 The Franchisee shall maintain its systems subject to the conditions as follows:

- a) the Franchisee shall comply with all aspects of the Commission's customer service and consumer standards;
- b) the Franchisee will provide service to all areas with an average of 35 homes per aerial mile or greater without contribution in aid of construction by subscribers; In cases of a request for service not meeting the above criteria, the Franchisee will extend service to prospective subscribers who are willing to contribute the cost of construction in accordance with the formula $C/LE - CA/P = SC$ where C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area; P equals the minimum number of dwelling units per mile which would require the Franchisee to provide service in the primary service area; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution-in-aid of construction in the line extension area.
- c) Whenever a potential subscriber located in a line extension area requests service, the Franchisee shall, within 30 days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution-in-aid of construction. During a three year period commencing with initiation of service to a particular line extension, a pro-rated refund shall be paid to previous subscribers of said extension as new subscribers are added to the extension. The amount of such refund, if any, shall be determined by application of the SC formula each time a new subscriber is added. The refunds shall be paid annually to subscribers, or former subscribers entitled to receive them.
- d) Cable service shall be provided to any subscriber who demands service within seven (7) business days of the request for service and who is located within one hundred twenty five (125) feet of aerial feeder cable, and that the charge for the installation for any subscriber so situated will not be in excess of the standard installation charge.

11.3 The Franchisee will comply with all applicable federal & state regulations regarding the Emergency Alert System.

11.4 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 from time to time, be amended.

11.5 The Company will comply with Part 895.5 of the PSC Rules.

12.0 SYSTEM PERFORMANCE STANDARDS

12.1 All signals carried by the cable communications system shall be transmitted with a degree of technical quality not less than that prescribed by rules of the federal and state regulatory agencies having jurisdiction.

12.2 Operation of the cable communications system shall be such that no interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the franchise area.

13.0 SYSTEM MAINTENANCE AND REPAIR

13.1 The Franchisee shall establish and adhere to maintenance policies which guarantee delivery of service to subscribers at or above the performance standards set forth herein.

13.2 When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, the Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, the Franchisee shall give reasonable notice thereof to subscribers.

13.3 The company shall have a toll-free telephone so that requests for repairs or adjustments can be received at any time, during normal business hours.

13.4 The response of the Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with the Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

PART III — THE SERVICE

14.0 GENERAL SERVICE OBLIGATION

14.1 The Franchisee shall not unlawfully discriminate against any such person as to the availability, maintenance, and pricing of such cable service, nor will access to cable service be denied to any group of potential residential subscribers because of the income of the residents of the local area in which they reside.

15.0 MUNICIPAL AND SCHOOL SERVICE

15.1 The Franchisee shall provide service as agreed between the Franchisee and the Municipality, without installation or monthly charge, to a single receiver location in each of the municipal and public school buildings specified in the previous franchise agreement between the parties.

15.2 The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any use of the Grantee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The Grantor shall hold the Grantee harmless for any and all liability or claims arising out of the provision and use of Cable Service required by subsection 15.1 above. The Grantee shall not be required to provide any outlet to any such building where a standard aerial drop of more than one hundred and twenty-five (125) feet is required, unless the Grantor or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

16.0 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

16.1 The Company shall comply with the standards of public, educational and government access set forth in Part 895.4 of the PSC Rules.

PART IV — FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

17.0 INDEMNITY AND INSURANCE

17.1

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

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$2,000,000] per occurrence C.S.L.

B. The Grantor shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

17.2 The Franchisee shall indemnify and save the Municipality harmless from any and all losses sustained by the Municipality by reason of any suit, judgment, execution, claim or demand whatsoever, including expenses, disbursements and reasonable attorney's fees, resulting from acts or omissions on the part of Franchisee in the construction erection, operation, maintenance or repair of its cable communications system within the Municipality pursuant to the exercise by Franchisee of the franchise rights granted herein, and for this purpose, Franchisee shall carry property damages and public liability insurance written by an insurance company licensed to do business in the State of New York in the amounts specified herein.

17.3 All such Franchisee insurance policies and certificates of insurance shall stipulate that the coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Municipality.

17.4 Not later than sixty (60) days after the effective date of this franchise, the Franchisee shall furnish to the Municipality certificates of insurance.

18.0 RATES AND CHARGES

18.1 Rates and charges imposed by the Franchisee for cable television service shall be subject to the regulations of the F.C.C.

18.2 The Franchisee shall comply with all notice requirements contained in Federal and State law and regulations pertaining to rates and charges for cable television service.

18.3 The Franchisee shall not unfairly discriminate against individuals or classes of individuals in the establishment and application of its rates and charges for service.

19.0 EMPLOYMENT PRACTICES

19.1 The Franchisee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin, or sex.

20.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

20.1 The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities, concerning the management and operation of the cable communication system by the Franchisee. The Franchisee shall respond to such inquiries forthrightly and within two weeks.

20.2 Where repeated subscriber complaints causes the Municipality to question the reliability or technical quality of cable service, the Municipality shall have the right and authority to require the Franchisee to, test, analyze, and report on the performance of the cable communications system. The Franchisee shall cooperate fully with the Municipality in performing such testing.

20.3 At all reasonable times and for the purpose of enforcement of this franchise, the Franchisee shall permit examination by any duly authorized representative of the Municipality, of the local cable communication system facilities, together with any appurtenant property of the Franchisee situated within the Municipality.

21.0 MUNICIPALITY'S RIGHT TO INSPECT BOOKS AND RECORDS

21.1 The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of the Franchisee, upon reasonable notice and during normal business hours.

22.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

22.1 Upon written request of the Municipality, the Franchisee shall file with the Municipality a copy of any technical, operational, or financial report the Franchisee submits to the PSC, the FCC, or other governmental entities that concern, directly or indirectly, the Franchisee's operation of the cable communications system in the Municipality.

22.2 The Franchisee shall furnish to the Municipality such additional information and records with respect to the operation, affairs, transactions or property of the cable communications system and the service provided to the Municipality under this franchise, as may be reasonably necessary and appropriate to the performance of any of the rights,

functions or duties of the Municipality in connection with this franchise as determined by the Municipality.

22.3 Any valid reporting requirements contained in this franchise may be satisfied with systemwide statistics, except for reporting requirements related to customer complaints.

23.0 MANDATORY RECORDKEEPING

23.1 The Franchisee shall comply with all record keeping requirements established by Federal and State law and regulation. If such law or regulation permits the later destruction of said records, the Franchisee shall provide the Municipality with ninety (90) days prior written notice of its intention to destroy said records to permit the Municipality to inspect said records if it so desires.

23.2 The Franchise shall maintain a full and complete set of plans, records and "as built" maps showing the exact location of all cable installed or in use in the territorial limits of the Municipality. In accordance with PSC Rule 896.6 (a), the Franchisee shall maintain an up-to-date map or other technical records showing the physical location of all cable routes, service areas, receive sites and other interconnection points. The scale of such maps and detail of other technical information shall be such as to permit the determination of franchise areas and subscribers served.

23.3 All records, logs, and maps maintained pursuant to this franchise shall be subject to inspection by the Municipality or its designee during the Franchisee's regular business hours upon reasonable request.

24.0 EMERGENCY USE

24.1 Grantee shall comply with all federal and state Emergency Alert System ("EAS"), requirements.

**PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS
AND CUSTOMER SERVICE REQUIREMENTS**

25.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

25.1 The Franchisee shall comply with all Federal and State laws and regulations, as well as with all industry codes of good practice, that regulate the Franchisee's customer service responsibilities. In the event of conflicting provisions, the Franchisee shall comply with the provision establishing a stricter standard. The franchisee will comply with the customer service and consumer protection standards set forth in PSC Rules Parts 890 and 896.

26.0 EMPLOYEE IDENTIFICATION/TRAINING

26.1 Each employee of the Franchisee, including employees of contractors and subcontractors employed by the Franchisee, shall have prominent picture identification that clearly identifies the employee as a representative of the Franchisee. All vehicles of the Franchisee, including those of contractors and subcontractors employed by the Franchisee, shall be clearly and consistently identified with the Franchisee's logo or name.

27.0 MISCELLANEOUS PROVISIONS

27.1 The Franchisee shall ensure that the subscriber's premises are restored to their original condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of cable service. The Franchisee is liable for breaches of customer service standards and all other provisions of this franchise by its contractors, subcontractors or agents.

27.2 a) Every notice and/or request to be served upon the Town/Franchising Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the following address:

Town of Petersburg
Town Hall
P.O. Box 125
Petersburgh, New York 12138
ATTN: Town Supervisor,

or such other address as the Franchising Authority may specify in writing to the Licensee.

Every notice served upon the Franchisee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the following address:

VP/General Manager,
Charter Communications,
95 Higgins Street,
Worcester, Massachusetts 01606,

with a copy sent to

Vice President, Government Affairs and Franchise Relations
East Division,
Charter Communications,
95 Higgins Street,
Worcester, Massachusetts 01606, and

Vice President, Government Affairs and Franchise Relations,
Charter Communications, Inc.,
Charter Plaza
12405 Powerscourt Drive,
St. Louis, Missouri 63131

or such other address as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

b) All required notices shall be in writing.

c) Issuing Authority shall provide written notice within ten (10) days of Issuing Authority'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.

PART VI — GUARANTEE OF FRANCHISEE'S PERFORMANCE

28.0 GUARANTEE OF PERFORMANCE

28.1 Not later than thirty (30) days after the effective date of this franchise, the Franchisee shall obtain and maintain during the entire term of this franchise at its sole cost and expense, a performance bond to be posted in the amount ten thousand dollars (\$10,000), in a form satisfactory to the Municipality to guarantee the faithful performance by the Franchisee of its obligations as provided in this franchise.

28.2 The performance bond shall be subject to but not be limited to the following conditions:

a) The total amount of the bond shall be forfeited in favor of the Municipality in the event, after thirty days written notice to the franchisee with opportunity for the latter to cure or challenge:

(i) The franchisee abandons service to any portion of the Municipality at any time during the term of the franchise;

(ii) The franchisee assigns the franchise without the express written consent of the Municipality;

(iii) The franchisee fails to comply with sections 19.0, 17.0, and 11.0 pertaining to non-discrimination, insurance, and the cable system; or the franchise is revoked pursuant to section 8.0; provided, that the bond may not be forfeited if the insurance required by section 17.0 is in effect but the insurance company has failed to furnish the evidence required under that section.

b) Not less than thirty days prior written notice to the Municipality shall be provided of the franchisee's intention to cancel, materially change, or not to renew the initial provisions of the bond.

28.3 Upon written application by the franchisee, the Municipality may at its sole option, permit the amount of the bond to be reduced or the Municipality may waive the requirements for a performance bond altogether subject to the conditions set forth below:

a) No reduction or waiver shall occur prior to one year following the commencement of this franchise agreement.

b) Reductions granted or denied upon application by the franchisee shall be without prejudice to the franchisee's subsequent applications, however, no application shall be made within one year of any prior application.

28.4 The rights reserved to the Municipality with respect to use of the performance bond are in addition to all other rights of the Municipality whether reserved by this franchise or authorized by law, and no action, proceeding or exercise of a right with respect to such fund shall affect any other rights the Municipality may have.

29.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

29.1 The Franchisee shall comply with any and all provisions of this franchise and applicable state and federal law and regulation. Once a breach of a provision or provisions is identified by the Municipality and the Franchisee is finally adjudged to have breached a provision or provisions as provided in this franchise, the penalty or revocation provisions of this franchise shall pertain as applicable.

FORM R-2

APPLICATION FOR RENEWAL OF FRANCHISE **OR CERTIFICATE OF CONFIRMATION**

1. The exact legal name of applicant is:
Charter Communications Entertainment I, LLC.
2. Applicant does business under the following trade name or names:
Charter Communications
3. Applicant's mailing address is: 11 Commerce Rd. Newtown CT. 06470
4. Applicant's telephone number(s) is (are): (508) 853-1515
5. (a) This application is for a renewal of operating rights in the
Town of Petersburg (Rensselaer County)

(b) Applicant serves the following additional municipalities from the same
headend or from a different headend but in the same or an adjacent county:

Town(s) of: Berlin, Ancram, Austerlitz, Canaan, Chatham, Copake,
Ghent, Hillsdale and New Lebanon.

Village(s) of: Chatham

City(s) of:

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

Primary residential connections: 84 Basic
Secondary residential connections: 59 Expanded Basic
Residential pay-cable subscriptions:
Commercial connections: 0
Other:

7. The following signals are regularly carried by the applicant's cable system (where signals are received other than by direct off-air pickup, please so indicate): see attached line-up card.

8. Applicant does not provide channel capacity and/or production facilities for local origination. If answer is affirmative, specify below the number of hours of locally originated programming carried by the system during the past twelve months and briefly describe the nature of the programming:

9. The current monthly rates for service in the municipality specified in Question 5(a) are:

Primary connections: \$15.44 (Basic)
Secondary connections: \$35.55 (Expanded Basic)
Pay-cable subscriptions: HBO/CINEMAX \$14.00 SHOW/TMC \$14.00
Commercial connections: \$
Other:

10. How many miles of new cable television plant were placed in operation by applicant during the past twelve months in the municipality specified in Question 5(a)? None

11. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve months:
Upgraded the amplifiers from Jerrold SJ to Scientific Atlantic 450mhz. This improved the signal response and picture quality on the upper channels.

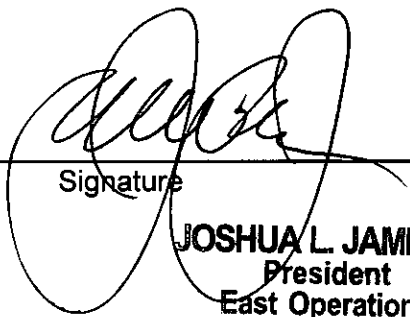
12. Indicate whether applicant has previously filed with the State Commission on Cable Television its:

(a) Current Statement of Assessment pursuant to Section 817 of the Executive Law? Yes ☒ No ☐

(b) Current Annual Financial Report? Yes ☒ No ☐

If answer to any of above is negative, explain:

13. Has any event or change occurred during the past twelve months which has had, or could have, a significant impact upon applicant's ability to provide cable television service? If so, describe below:


Signature
JOSHUA L. JAMISON
President
East Operations
Title

10/5/09

Date

Please attach a copy of applicant's current annual performance test results per 9 NYCRR § 596.5.

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN) ss.:

Verification

Sandra A Hurd, being first duly sworn, deposes and says:

1. I am Sandra A Hurd of Charter Communication
and I am familiar with the business operations of said company.
2. This application was prepared by me or under my direct supervision.
3. All of the statements and information contained herein are true and
accurate to the best of my knowledge and belief.

Sandra A Hurd
Signature

Sworn to before me this

5th day of October, 2009.

Sandra A Hurd
[Notary Public]

**Sandra A. Hurd
NOTARY PUBLIC
State of Connecticut
My Commission Expires 1/31/2012**

HBO/Cinemax

500 HBO
501 HBO Family
502 HBO 2
503 HBO Signature
504 HBO Comedy
505 HBO Zone
550 Cinemax
551 MoreMAX
552 ActionMAX
553 ThrillerMAX

Starz Super Pak

700 Starz
701 Encore
702 Encore Drama
703 Encore Action
704 Starz Cinema
705 Starz Kids and Family
706 Starz Edge
707 Encore Westerns
708 Encore Love
709 Encore Mystery
710 Starz Comedy

Movie Tier

600 Showtime
601 Showtime Showcase
602 Showtime Extreme
603 TMC Xtra
604 Showtime Next
605 Showtime Family Zone

Charter Pay-Per-View

801-802 iN Demand 1-2
803-804 iNDemand 4-5
895 Playboy
897 Club Jenna

DMX Music Service

606 Showtime Women
607 FLIX
608 Encore WAM
609 Showtime Too
610 The Movie Channel
701 Encore
702 Encore Drama
703 Encore Action
707 Encore Westerns
708 Encore Love
709 Encore Mystery

901 Beautiful Instrumentals
902 Jazz Vocal Blends
903 Hottest Hits
904 Modern Country
905 Alternative
906 Lite Classical
907 Urban Beat
908 Rock 'n' Roll oldies
909 Adult Contemporary
910 Classic Rock

Channels, tiers, packaging and lineup are subject to change.

1-888-CET CHARTER
www.charter.com

PUBLIC NOTICES**NOTICE
NEW LEBANON TOWN BOARD
BUDGET WORKSHOPS**

NOTICE IS HEREBY GIVEN THAT the New Lebanon Town Board has set the following dates and times to hold Budget Workshops for the preparation of the 2010 Town Budget. These meetings will be held at the American Legion Building at 7 Mill Road:

Tuesday, October 20, 2009 @ 7:00 p.m.
Thursday, October 22, 2009 @ 7:00 p.m.
Tuesday, October 27, 2009 @ 7:00 p.m.
Wednesday, October 28, 2009 @ 7:00 p.m.
Saturday, October 31, 2009 @ 9:00 a.m.

By order of the New Lebanon Town Board,
Colleen Teal, Town Clerk Dated: 10/17/09

Legal Notice

Charter Communications, has filed a petition with the New York Public Service Commission (PSC) for a five year Cable Television Franchise Agreement to operate and maintain a cable television system serving the Town of Petersburg. As in the past, these franchise agreements include the procedures adopted for obtaining a franchise and the execution of the agreements to ensure compliance with all Rules and Regulations of the New York State Public Service Commission for Cable Television entities. The Franchise Agreement is available for review at the Petersburg Town Hall, 65 Main Street, Petersburg, NY 12138. Comments may be filed with the NY PSC within the 10 days of this notice.

NOTICE TO BIDDERS

The Hoosick Falls Joint Fire District will be accepting sealed bids for snow removal / de-icing services for the 2009-2010 winter season. Bids should reflect a "per call" price.

Areas to be maintained are all paved lots at the Hoosick Falls Fire Station, 2 Griffin Avenue, Hoosick Falls New York 12090 and which include:

1. Firefighters parking lot off of Main Street - (West side of Firehouse)
2. Area in front of fire apparatus bays off of Rogers Avenue - (South Side of Firehouse)
3. Fire Hall parking lot off of Rogers Avenue - (East side of Firehouse)

Snowplowing will begin when the depth of the snow resulting from snowfall or drifting is (3) three inches. After the initial (3) three inches of snow has been removed plowing is to be done for every consecutive (3) three inches of snow that falls. De-icing will be done on an "as needed" basis.

All bid envelopes shall specify "Snowplowing Bids" on the outside.

PUBLIC NOTICES**TOWN OF GRAFTON
NOTICE OF PRELIMINARY BUDGET**

Notice is hereby given that the Annual Preliminary budget of the Town of Grafton for the year 2010 has been completed and filed in the Office of the Town Clerk of the Town of Grafton. A Public Hearing on the proposed budget will be held on October 29, 2009 at 6:45 pm in the Grafton Town Hall, located at 2379 NY Rte. 2, Grafton, NY. A Special Meeting to adopt the 2010 budget will follow at 7:00 p.m.

The proposed salaries of the elected officials of the Town of Grafton are as follows:

Town Board Members, 4 @	\$3090.00 each
Supervisor	\$9,450.00
Town Clerk	\$11,500.00
Town Justices, 2 @	\$6,800.00 each
Assessors, 3 @	\$5,500.00 each
Highway Superintendent	\$43,928.00
Tax Collector	\$4,200.00

Town residents at this time are invited to attend and provide written or oral comments on the entire budget or any portion thereof.

Suzanne Putnam
GRAFTON TOWN CLERK

**NOTICE OF SPECIAL MEETING OF THE QUALIFIED
VOTERS OF BERLIN CENTRAL SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that a special meeting of the qualified voters of the Berlin Central School District shall be held at the Berlin Fire Hall, 11 Community Avenue, Berlin, New York, 12022, on Tuesday, December 8, 2009, between the hours of 12:00 noon and 9:00 p.m. The following proposition will be submitted for voter approval at said meeting:

PROPOSITION

Shall the following resolution be adopted to wit:

RESOLVED THAT THE BOARD OF EDUCATION OF THE BERLIN CENTRAL SCHOOL DISTRICT IS HEREBY AUTHORIZED TO UNDERTAKE CERTAIN CAPITAL IMPROVEMENTS CONSISTING OF ADDITION TO, CONSTRUCTION AND RECONSTRUCTION OF, EXISTING SCHOOL BUILDINGS AND FACILITIES, SITE IMPROVEMENTS AND THE ACQUISITION OF CERTAIN ORIGINAL FURNISHINGS, EQUIPMENT, AND APPARATUS AND OTHER INCIDENTAL IMPROVEMENTS REQUIRED IN CONNECTION THEREWITH FOR SUCH CONSTRUCTION AND SCHOOL USE, ALL AT AN ESTIMATED MAXIMUM AGGREGATE COST OF \$19,705,000; AND TO APPROPRIATE AND EXPEND \$1,100,000 FROM THE EXISTING BUILDING CAPITAL RESERVE FUND AND

Driver
Consis
& More

Berlin,
month

One B
dryer.
rity, Fi
Call 51

Apartn
Heat, f
yard &

Steph
in Sma
Last 1
Please

Firew
buying

Semi-
ered. f

S

I'm loo
paid. C

Tow
There
liminal
pm on
Hall, 2
By Oro
Patricia

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:

☐

Part 1

☐

Part 2

☐

Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- ☐ A. The project will not result in any large and important impact(s) and, therefore, is one which will not have a significant impact on the environment, therefore a **negative declaration will be prepared**.
- ☐ B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED negative declaration will be prepared.***
- ☐ C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a **positive declaration will be prepared**.

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Name of Action

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

PART 1--PROJECT INFORMATION

Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action Award of Cable Television Franchise to Charter Communications Entertainment I, LLC

Location of Action (include Street Address, Municipality and County)

All present and future boundaries of the Town Petersburg, county of Rensselaer, New York

Name of Applicant/Sponsor Cable Television Franchise to Charter Communications Entertainment I, LLC

Address 95 Higgins Street

City / PO Worcester State MA Zip Code 01606

Business Telephone 508-853-1515

Name of Owner (if different) N/A

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

Activities undertaken by Charter pursuant to the Franchise Agreement - Town of Petersburg - a Franchise granting to Charter Communications Entertainment I, LLC, permission to construct, operate and maintain a Cable television System throughout the Town of Petersburg.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: ☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☒ Rural (non-farm)
☐ Forest ☒ Agriculture ☐ Other _____

2. Total acreage of project area: _____ acres. *SEE ATTACHMENT*

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	_____ acres	_____ acres
Forested	_____ acres	_____ acres
Agricultural (Includes orchards, cropland, pasture, etc.)	_____ acres	_____ acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	_____ acres	_____ acres
Water Surface Area	_____ acres	_____ acres
Unvegetated (Rock, earth or fill)	_____ acres	_____ acres
Roads, buildings and other paved surfaces	_____ acres	_____ acres
Other (Indicate type) _____	_____ acres	_____ acres

3. What is predominant soil type(s) on project site? N/A
- a. Soil drainage: ☐ Well drained _____ % of site ☐ Moderately well drained _____ % of site.
☐ Poorly drained _____ % of site
- b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? _____ acres (see 1 NYCRR 370).
4. Are there bedrock outcroppings on project site? ☐ Yes ☐ No N/A
- a. What is depth to bedrock _____ (in feet)
5. Approximate percentage of proposed project site with slopes: N/A
☐ 0-10% _____ % ☐ 10- 15% _____ % ☐ 15% or greater _____ %
6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? ☐ Yes ☒ No
7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? ☐ Yes ☒ No
8. What is the depth of the water table? N/A (in feet)
9. Is site located over a primary, principal, or sole source aquifer? ☐ Yes ☐ No N/A
10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? ☐ Yes ☐ No N/A

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? ☐ Yes ☐ No

According to:

N/A

Identify each species:

N/A

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

☐ Yes

☐ No

N/A

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

☐ Yes

☐ No

N/A

If yes, explain:

14. Does the present site include scenic views known to be important to the community?

☐ Yes

☐ No

N/A

15. Streams within or contiguous to project area:

N/A

a. Name of Stream and name of River to which it is tributary

16. Lakes, ponds, wetland areas within or contiguous to project area:

N/A

b. Size (in acres):

17. Is the site served by existing public utilities? ☒ Yes ☐ No
- a. If **YES**, does sufficient capacity exist to allow connection? ☒ Yes ☐ No
- b. If **YES**, will improvements be necessary to allow connection? ☐ Yes ☒ No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☐ No N/A
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? ☐ Yes ☒ No
20. Has the site ever been used for the disposal of solid or hazardous wastes? ☐ Yes ☐ No N/A

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).

- a. Total contiguous acreage owned or controlled by project sponsor: N/A acres.
- b. Project acreage to be developed: N/A acres initially; N/A acres ultimately.
- c. Project acreage to remain undeveloped: N/A acres.
- d. Length of project, in miles: N/A (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. N/A %
- f. Number of off-street parking spaces existing N/A; proposed N/A
- g. Maximum vehicular trips generated per hour: N/A (upon completion of project)?
- h. If residential: Number and type of housing units: N/A

	One Family	Two Family	Multiple Family	Condominium
Initially	_____	_____	_____	_____
Ultimately	_____	_____	_____	_____

- i. Dimensions (in feet) of largest proposed structure: N/A height; N/A width; N/A length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? N/A ft.
2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? N/A tons/cubic yards.
3. Will disturbed areas be reclaimed ☐ Yes ☐ No ☒ N/A

a. If yes, for what intended purpose is the site being reclaimed?

- b. Will topsoil be stockpiled for reclamation? ☐ Yes ☐ No
- c. Will upper subsoil be stockpiled for reclamation? ☐ Yes ☐ No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? N/A acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

☐ Yes ☒ No

6. If single phase project: Anticipated period of construction: _____ months, (including demolition)

7. If multi-phased:

** SEE ATTACHMENT*

a. Total number of phases anticipated N/A (number)

b. Anticipated date of commencement phase 1: _____ month _____ year, (including demolition)

c. Approximate completion date of final phase: _____ month _____ year.

d. Is phase 1 functionally dependent on subsequent phases? ☐ Yes ☐ No

8. Will blasting occur during construction? ☐ Yes ☒ No

9. Number of jobs generated: during construction N/A; after project is complete N/A

10. Number of jobs eliminated by this project N/A.

11. Will project require relocation of any projects or facilities? ☐ Yes ☒ No

If yes, explain:

12. Is surface liquid waste disposal involved? ☐ Yes ☒ No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount _____

b. Name of water body into which effluent will be discharged _____

13. Is subsurface liquid waste disposal involved? ☐ Yes ☒ No Type _____

14. Will surface area of an existing water body increase or decrease by proposal? ☐ Yes ☒ No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? ☐ Yes ☒ No

16. Will the project generate solid waste? ☐ Yes ☒ No

a. If yes, what is the amount per month? _____ tons

b. If yes, will an existing solid waste facility be used? ☐ Yes ☐ No

c. If yes, give name _____; location _____

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? ☐ Yes ☐ No

e. If yes, explain:

17. Will the project involve the disposal of solid waste? ☐ Yes ☒ No

a. If yes, what is the anticipated rate of disposal? _____ tons/month.

b. If yes, what is the anticipated site life? _____ years.

18. Will project use herbicides or pesticides? ☐ Yes ☒ No

19. Will project routinely produce odors (more than one hour per day)? ☐ Yes ☒ No

20. Will project produce operating noise exceeding the local ambient noise levels? ☐ Yes ☒ No

21. Will project result in an increase in energy use? ☐ Yes ☒ No

If yes, indicate type(s)

22. If water supply is from wells, indicate pumping capacity N/A gallons/minute.

23. Total anticipated water usage per day N/A gallons/day.

24. Does project involve Local, State or Federal funding? ☐ Yes ☒ No

If yes, explain:

25. Approvals Required:

		Type	Submittal Date
City, Town, Village Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>TOWN OF PETERSBURGH</u>	<u>6/16/08</u>
		<u>AVARA OF</u>	
		<u>FRANCHISE</u>	
City, Town, Village Planning Board	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
City, Town Zoning Board	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
City, County Health Department	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other Local Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other Regional Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
State Agencies	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>PUBLIC SERVICE</u>	
		<u>COMMISSION</u>	
Federal Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? ☐ Yes ☒ No

If Yes, indicate decision required:

<input type="checkbox"/> Zoning amendment	<input type="checkbox"/> Zoning variance	<input type="checkbox"/> New/revision of master plan	<input type="checkbox"/> Subdivision
<input type="checkbox"/> Site plan	<input type="checkbox"/> Special use permit	<input type="checkbox"/> Resource management plan	<input type="checkbox"/> Other

2. What is the zoning classification(s) of the site?

N/A

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

N/A

4. What is the proposed zoning of the site?

N/A

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans? ☐ Yes ☐ No

N/A

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

N/A

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile? ☐ Yes ☐ No N/A

9. If the proposed action is the subdivision of land, how many lots are proposed? N/A

a. What is the minimum lot size proposed? _____

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? ☐ Yes ☒ No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

☐ Yes ☒ No

a. If yes, is existing capacity sufficient to handle projected demand?

☐ Yes ☐ No

12. Will the proposed action result in the generation of traffic significantly above present levels?

☐ Yes ☒ No

a. If yes, is the existing road network adequate to handle the additional traffic.

☐ Yes ☐ No

D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Charter Communications Entertainment I, LLC Date 10/8/08

Signature Thomas A. Cohen

Title DIRECTOR OF GOVERNMENT RELATIONS

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

Attachment to Part I – Project Information

Page 3 of 21

2. Charter Communications' cable facilities already constructed within the town limits of the Town of Petersburg amount to cables strung along existing poles in the public right of way. There are approximately 20 miles of plant.

Page 6 of 21

6. Charter Communications has already completed the construction of the cable system throughout the Town of Petersburg. The submission of this SEQR is related solely to a decision by the NY PSC that Charter is required to obtain a new franchise in Petersburg. Charter had purchased this system/franchise from a small operator, Hometown T.V., Inc. that had not required PSC approval for its franchise. Charter, which does not have that small operator exemption, is thus required to obtain a new franchise for a system that has already been built and which has been fully operational for many years.

PUBLIC NOTICES**Notice****Town of Grafton**

The Grafton Town Board will hold a public hearing at 6:30 p.m. on June 11, 2009 regarding the Proposed Local Law #3 to create a Wind Ordinance - "Town of Grafton Wind Energy Law." The hearing will be held at the Grafton Town Hall, located at 379 NY 2, Grafton, NY.

By Order of the Town Board,
Suzanne Putnam
Grafton Town Clerk

**Notice of Public Hearing
Town of Petersburg**

The Petersburg Town Board will meet and hold a public hearing on Monday, June 15, 2009 at 7:00 pm at the Petersburg Town Hall, 65 Main Street, Petersburg, New York for the purpose of granting a cable TV franchise to Charter Communications for providing service to the Town of Petersburg, New York.

By order of the
Petersburg Town Board

Notice To Bidders

Sealed bids for the replacement of the north portion of the roof at Wood Park Apartments (and replacing deteriorated boards as necessary) at One Wood Park Lane will be received by the Town of Hoosick Housing Authority at One Hoosac Meadows Way until 5:00pm June 11th, 2009 when they will be publicly opened and read. Please contact Bill Bohmer or Patrice Zedalis with any questions at 518/686-7316 and to receive bid specifications.

For bids to be considered, all bids must include: total bid cost, and proof of liability and Workmen's Compensation insurance for the submitting contractor. Any bid that does not meet the above requirements will not be considered. The Town of Hoosick Housing Authority reserves the right to reject any and all bids.

The Authority hereby notifies all bidders that disadvantaged, minority and women-owned business enterprises will be afforded full opportunity to submit proposals in response to this notice and there will be no discrimination on the basis of race, creed, color, sex, national origin, disability or marital status in the award of this contract.

Please contact Patrice Zedalis, Executive Director, with any questions pertaining to the proposal at 518/686-7316. You may submit your proposal to:

Town of Hoosick Housing Authority
P.O. Box 149
Hoosick Falls, NY 12090



Submission deadline is June 11, 2009 at 5:00 pm.

NOTICE OF FORMATION of LilyGirl Productions LLC. Article of Organization filed with the Secretary of State of NY (SSNY) on 01/16/09. Office location: Rensselaer County. SSNY has been designated as agent upon whom process against it may be served. The Post Office address to which the SSNY shall mail a copy of any process against the LLC served upon him is C/O the LLC 7 CHEROKEE LANE AVERILL PARK, NEW YORK, 12018. Purpose of LLC: to engage in any lawful act or activity. Street address of Principal Business location is: 7 CHEROKEE LANE AVERILL PARK, NEW YORK, 12018.

NOTICE OF APPLICATION FOR AUTHORITY

KIMLYN CONSULTING LLC. App. for Authority filed with the Dep. of State 2/06/09. Org. in Maricopa County, AZ, 11/17/08. Office Location: Rensselaer Co. SSNY

Classified Ads**Help Wanted**

Town of Berlin Justice Court requests Applicants for the position of **Justice Court Clerk**.

The successful Applicant should have the following qualifications:

- Town of Berlin resident
- Strong sense of ethics, confidentiality, and integrity
- Strong financial, banking, and accounting skills
- Keyboard literate, MS Office Systems skills
- Available for afternoon and/or evening hours 1 day/week, additional time as required for record-keeping
- Self-starter, independent worker, socially interactive

Interested applicants send resumé, references, and letter of intent to: Berlin Town Justice Court, P.O. Box 488, Berlin, NY 12022 by June 17, 2009. Applicants may contact Court Clerk Gloria Adams on job requirements and details.

Successful Applicant will be selected in July, train in August, and start position Sept 1, 2009.

Nurse for MS patient, 2.5 - 5 hours/week
Please call 766-5496 after 6 PM

Drivers: Dedicated Runs with Consistent Freight, Top Pay, Weekly Home-time & More!
Werner Enterprises 888-567-3103

Web Development Needed

Civicure, a nonprofit 501 C3 organization based in Hoosick Falls seeks a web site development proposal. Interested parties should contact Civicure, (Civic and Cultural Restoration Corp).- 5 Main Street, Hoosick Falls, NY 12090 518 894-7845. The proposal should include the design, operation and hosting of a website.

Civicure's purpose is community restoration and development. The website will include visuals of proposed and completed projects, links to other organizations, a secure payment process and links to other community organizations.

Apartments For Rent

For Rent: Efficiency apartment - Berlin, upstairs heat/hot water included. \$425/mo plus security available July 1. Call 802-447-3637

Hoosick Falls - large 2 Bedrm apt, eat-in kitchen, dining rm, living rm. No smoking, no pets. \$700/mo plus utilities, 1 month sec. dep. Call 518-694-6994

Firewood For Sale

Firewood For Sale: All hardwood. cut. split

July 20th, 2009

Resolution # 37

Charter Communications

On motion of Councilman Seel the following resolution was adopted. Be it resolved that Charter Communications Inc. be awarded a franchise to provide cable television service to those areas of the Town of Petersburg currently having access to such service. Such motion was seconded by Councilman Snyder and roll call showed the following results:

Supervisor Peter Schaaphok	Aye
Councilman William Seel	Aye
Councilman Raymond Broadwell	Aye
Councilwoman Amy Manchester	Aye
Councilman Richard Snyder	Aye

Supervisor Schaaphok declared the foregoing resolution was duly carried.

PUBLIC ADDRESS

Pam Eggsware addressed the Board regarding the water bills and the fact that they went out late. Motion was made by Councilman Seel that payment for water bills be extended 30 days from post-marked date, to avoid any penalty. Seconded by Councilman Snyder. Motion carried.

Sharon Hodges told the Board that she thought the Youth programs and PVMCC programs need some direction.

On motion of Councilman Seel, Seconded by Councilwoman Manchester; 886 letters were approved for mailing by the Building Inspector, Doug Hull. Motion Carried.

Resolution #38

Executive Session

On Motion of Councilman Seel the following resolution was adopted: Be it resolved that this Board move into Executive Session at 8:00 P.M. to discuss the legalities of the Mill Yard project. Such motion was seconded by Councilman Snyder and roll call showed the following results:

Supervisor Peter Schaaphok	Aye
Councilman William Seel	Aye
Councilman Raymond Broadwell	Aye
Councilwoman Amy Manchester	Aye
Councilman Richard Snyder	Aye

Supervisor Schaaphok declared that the foregoing resolution was duly carried.

August 17th 2009

Councilwoman Amy Manchester
Councilman Richard Snyder

Aye
Aye

Supervisor Schaaphok declared the foregoing resolution was duly adopted.

Resolution #44
Approval of Minutes
Regular Meeting

On motion of Councilman Seel the following resolution was adopted. Be it resolved that the minutes of the July 20th 2009 be approved including the correction of a motion regarding Charter Communications made by Councilman Broadwell not Councilman Seel and that postage was approved for the building inspector not the letter. Such motion was seconded by Councilman Snyder and roll call showed the following results:

Supervisor Peter Schaaphok
Councilman William Seel
Councilman Raymond Broadwell
Councilwoman Amy Manchester
Councilman Richard Snyder

Aye
Aye
Absent
Aye
Aye

Supervisor Schaaphok declared the foregoing resolution was duly adopted.

REPORTS

Superintendent of Highways: Raymond reported that we might again receive Fema Money for the damage done from the torrential downpours we have had. The Lewis Hollow issue reported in the Eastwick Press is not a town issue. He also stated that they are still working on the salt shed-they need drawings. Once approved, it can be put out for bid.

PVMCC: Sue reported that the use agreement still needs some tweaking. The Patriots dinner was Friday night, and the Town wide tag sale is Saturday. She then thanked Mary Lou Hunt for 3 years of service. Sue informed those present they are currently looking for more Board Members and hall rentals are down.