



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

May 30th, 2023

To: Jerome D. Schad, Chair  
Peggy A. LaGree, Vice Chair  
Michele M. Iannello, Treasurer

From: Dave Aubertine, Director IT & Cybersecurity *DWA*

Subject: Spectrum Internet Services Contract (ECWA Project No. 201800158)

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The Authority has a need for increased security at remote sites. ECWA is planning on adding 3 to 4 new sites per year. For security cameras to be installed, additional internet connectivity will need to be provisioned at the 4 sites selected for installation this year:

- **Harris Hill Station** - 8660 Main St. Williamsville, NY 14221
- **Ricehill Tank** - 8971 Zimmerman Rd., Boston, NY 14025
- **Colvin Station** - 225 Frederick Rd., Tonawanda, NY 14150
- **Guenther Station** - 3476 Pleasant Ave., Hamburg, NY 14075

The bandwidth requirements for these sites will be the same as other sites with similar requirements under current contract (\$1,000.00 MRC per site) bringing the total MRC on the new contract to \$4,000.00. There are additional one-time construction fees related to the installation of the new service at the four remote locations totaling \$84,878.06. Spectrum has advised that if the new service contract is signed by EOM June 2023 for a 5-year duration, the construction costs will be waived in full. In the unlikely event that the 60-month contract is terminated early, the construction costs will be prorated at 1/60<sup>th</sup> of the total cost times the months remaining on the contract. The pricing is all on NYS contract. The budget line is Unit 8525, line 23 (O&M)

The contract information is included for your consideration, and we request execution. Please feel free to contact Dave Aubertine with any questions.

DWA:

cc:

R.Stoll  
K Prenderast  
L Kowalski  
L.Lester,  
T. McCracken  
M. Carney

ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Documents  
(check which apply)

**Contract:** Spectrum Data Services      **Project No.:** 201800158  
**Project Description:** Internet new service installation from Spectrum

**Item Description:**

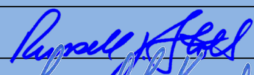

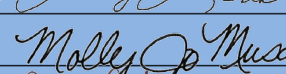



- |   |  |  |                                       |
|---|--|--|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement                 | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment                     | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD                                  | <input type="checkbox"/> NYSDOT Agreement              | <input checked="" type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum     |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids |  |                                       |
| <input type="checkbox"/> Request for Proposals                |  |  |                                       |
| <input type="checkbox"/> Other _____                          |  |  |                                       |

**Action Requested:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute            | <input type="checkbox"/> Legal Approval                              |
| <input type="checkbox"/> Board Authorization to Award                         | <input checked="" type="checkbox"/> Execution by the Chairman        |
| <input type="checkbox"/> Board Authorization to Advertise for Bids            | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals |  |
| <input type="checkbox"/> Other _____  |  |

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

- |  |   |                         |
|--|---|-------------------------|
| <input type="checkbox"/> Other (if Applicable)                 | _____   | Date: _____             |
| <input checked="" type="checkbox"/> Chief Operating Officer    |  | Date: <u>6/2/2023</u>   |
| <input checked="" type="checkbox"/> Executive Engineer         |  | Date: <u>06/12/2023</u> |
| <input checked="" type="checkbox"/> Director of Administration |  | Date: <u>06/12/2023</u> |
| <input checked="" type="checkbox"/> Risk Manager               |  | Date: <u>6/12/2023</u>  |
| <input checked="" type="checkbox"/> Chief Financial Officer    |  | Date: <u>06/06/2023</u> |
| <input checked="" type="checkbox"/> Legal                      |  | Date: <u>6/1/2023</u>   |

**APPROVED FOR BOARD RESOLUTION:**

- |  |  |                        |
|--|--|------------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: <u>6/13/2023</u> |
|--|--|------------------------|

**Remarks:** Spectrum new internet service at 3 locations for security cameras. Will result in additional MRC of \$4,000.00. Construction of ~80k waived in full.

**Resolution Date:** 6/22/23

**Item No:** \_\_\_\_\_

### Service Agreement (SA)

Pursuant to NYS Office of General Services Contract PS68706

Time Warner Cable Northeast, LLC D/B/A Spectrum shall provide Customer with Ethernet service at the service locations listed below, based upon the terms and conditions of the New York State Office of General Services Contract PS68706.

<b>Customer Name:</b>	Erie County Water Authority
<b>Date:</b>	May 12, 2023

#### Section 1. Billing Information

<b>Billing Name:</b>	Erie County Water Authority
<b>Street Address:</b>	3030 Union Road
<b>City, State and Zip Code:</b>	Cheektowaga, NY 14227
<b>Billing Contact:</b>	David Aubertine
<b>Contact phone number:</b>	716-685-8210

#### Section 2. Service location Information

Service Location 1	
<b>Service Location Name:</b>	Erie County Water Authority
<b>Street Address:</b>	6007 Lake Ave
<b>City, State and Zip Code:</b>	Orchard Park, NY 14127
<b>Installation Contact:</b>	David Aubertine
<b>Contact phone number:</b>	716-685-8210
<b>Email Address:</b>	<a href="mailto:Daubertine@ecwa.org">Daubertine@ecwa.org</a>

Service Location 2	
<b>Service Location Name:</b>	Erie County Water Authority
<b>Street Address:</b>	8660 Main St
<b>City, State and Zip Code:</b>	Williamsville, NY 14221
<b>Installation Contact:</b>	David Aubertine
<b>Contact phone number:</b>	716-685-8210
<b>Email Address:</b>	<a href="mailto:Daubertine@ecwa.org">Daubertine@ecwa.org</a>

Service Location 3	
<b>Service Location Name:</b>	Erie County Water Authority
<b>Street Address:</b>	8971 Zimmerman Rd
<b>City, State and Zip Code:</b>	Boston, NY 14025
<b>Installation Contact:</b>	David Aubertine
<b>Contact phone number:</b>	716-685-8210
<b>Email Address:</b>	<a href="mailto:Daubertine@ecwa.org">Daubertine@ecwa.org</a>

Service Location 4	
<b>Service Location Name:</b>	Erie County Water Authority
<b>Street Address:</b>	225 Frederick Rd
<b>City, State and Zip Code:</b>	Tonawanda, NY 14150
<b>Installation Contact:</b>	David Aubertine
<b>Contact phone number:</b>	716-685-8210
<b>Email Address:</b>	<a href="mailto:Daubertine@ecwa.org">Daubertine@ecwa.org</a>

Service Location 5	
<b>Service Location Name:</b>	Erie County Water Authority
<b>Street Address:</b>	3476 Pleasant Ave
<b>City, State and Zip Code:</b>	Hamburg, NY 14075
<b>Installation Contact:</b>	David Aubertine
<b>Contact phone number:</b>	716-685-8210
<b>Email Address:</b>	<a href="mailto:Daubertine@ecwa.org">Daubertine@ecwa.org</a>

### Section 3. Initial Term of Service

Term	Effective Date:
Sixty (60) Months	Customer's Receipt of Time Warner Cable Northeast, LLC D/B/A Spectrum Completion notice

### Section 4. Circuit and Pricing Information

Customer will not be eligible to receive any other additional discounts, promotions and/or credits. The rates and charges set forth in this SA do not include, but are subject to Taxes, Surcharges and Fee charges (as set forth in the Agreement, OGS PS68706, Award 23100, Group 77017).

Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this SA and the Installation costs.

<u>EPL Circuit Description</u>	<u>Location A</u>	<u>Location Z</u>	<u>Monthly Recurring Charges</u>	<u>Install Charge</u>
200Mbps EPL	6007 Lake Ave., Orchard Park, NY 14127	8660 Main St. Williamsville, NY 14221	1,000.00	\$0.00
200Mbps EPL	6007 Lake Ave., Orchard Park, NY 14127	8971 Zimmerman Rd., Boston, NY 14025	\$ 1,000.00	\$0.00
200Mbps EPL	6007 Lake Ave., Orchard Park, NY 14127	225 Frederick Rd., Tonawanda, NY 14150	\$ 1,000.00	\$0.00
200Mbps EPL	6007 Lake Ave., Orchard Park, NY 14127	3476 Pleasant Ave., Hamburg, NY 14075	\$ 1,000.00	\$0.00
<b>Total Monthly Recurring Circuit Charges</b>			\$4,000.00	\$0.00
<b>Estimated Monthly Recurring Taxes</b>			\$195.96	\$0.00
<b>Estimated Total Monthly Recurring Charges including Taxes</b>			\$4,195.96	\$0.00
<b>One-time (Construction) Costs as defined in OGS Contract PS68706</b>			\$0.00	\$84,878.06

## Section 5. Additional Terms and Conditions

In lieu of upfront payment of One-Time Costs (as defined in NYS OGS Contract #PS68706) of **\$ 84,878.06** and as identified in **Section 4, "Circuit and Pricing Information"** above, Customer agrees to the Initial Term of Service outlined in **Section 3** this Service Agreement of **sixty (60) months** (the "Initial Term of Service"). In the event that the Customer terminates any portion of the Service during the Initial Term of Service, Customer will pay to Time Warner Cable Northeast, LLC, d/b/a Spectrum, an amount equal to **1/60** of the One-Time Costs, multiplied by the number of months, or any portion thereof, remaining in the Initial Term of Service.

**Electronic and Counterpart Signatures.** This Service Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or PDF image signatures shall be treated as original signatures.

<b>Customer:</b> Erie County Water Authority	<b>Time Warner Cable Northeast, LLC D/B/A Spectrum</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b> Rajat Mukherji
<b>Title:</b>	<b>Title:</b> VP, Spectrum Enterprise Sales
<b>Date:</b>	<b>Date:</b>



## Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): ERIE COUNTY WATER AUTHORITY '  
Billing Address: \*\*\*\*\*0337  
295 MAIN ST  
BUFFALO NY 14203

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that **10% or less** of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that **you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic**. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

### CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.

\_\_\_\_\_  
(Authorized Customer Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Authorized Customer Contact Information:

Phone: \_\_\_\_\_

Email: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, INC. 701 Market Street, Suite 1100 St. Louis, MO 63101	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Charter Communications, Inc. and its subsidiaries 400 Washington Blvd. Stamford, CT 06902-6641	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	COMPANY A: National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
	COMPANY B: Commerce and Industry Insurance Company	19410
	COMPANY C: Ace Property & Casualty Insurance Company	20699
	COMPANY D: AIU Insurance Company	19399

**COVERAGES****CERTIFICATE NUMBER:**

420254

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GL3629906	3/1/2023	3/1/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A A A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		CA 1921838 (AOS) CA 1921839 (MA) CA 1921840 (VA)	3/1/2023 3/1/2023 3/1/2023	3/1/2024 3/1/2024 3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X		G28119616-008	3/1/2023	3/1/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	See second page for specific policy information.	3/1/2023 3/1/2023 3/1/2023	3/1/2024 3/1/2024 3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000
A	Excess WC OH (\$5M Retention)			1647399	3/1/2023	3/1/2024	Employers Liability \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional insureds and any additional language.

**CERTIFICATE HOLDER****CANCELLATION**ERIE COUNTY WATER AUTHORITY  
3030 UNION ROAD  
CHEEKTOWAGA, NY 14227

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

*Marsh USA Inc.*

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY  
One Federal Street  
Boston, MA 02110 USA

**NAMED INSURED**

Charter Communications, Inc. and its subsidiaries  
400 Washington Blvd.  
Stamford, CT 06902-6641

EFFECTIVE DATE: 03/01/2023

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Certificate Reference: 420254

ERIE COUNTY WATER AUTHORITY, are added as Additional Insured to the Commercial General Liability policy but only with respects to the requirements of the written contract or agreement with the Named Insured. Additional Insured status becomes effective once the written contract or agreement is fully executed.

This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

A waiver of subrogation is recognized where required by written contract.

**WORKERS COMPENSATION POLICY INFORMATION**

Insurer	Policy Number	Effective Date	Expiration Date
D	15824829 (AOS)	3/1/2023	3/1/2024
D	15824830 (CA)	3/1/2023	3/1/2024
D	15824831 (WI)	3/1/2023	3/1/2024

Charter Communications, Inc. branded Spectrum, Spectrum Business and Spectrum Enterprise and their

- Subsidiaries, associated, affiliated and inter-related companies;
- Controlled or majority (more than 50%) owned partnerships, limited liability companies;
- Interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability companies;
- Interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- Any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

Bresnan Broadband Holdings, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Broadband of Montana, LLC, Bresnan Broadband of Utah, LLC, Bresnan Broadband of Wyoming, LLC, Bresnan Digital Services, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, CC Fiberlink, LLC, CC VI Fiberlink, LLC, CC VII Fiberlink, LLC, CCH Holding Company, LLC, CCH I Holdings, LLC, CCH II, LLC, CCHC, LLC, CCO Fiberlink, LLC, CCO Holdings Capital Corp., CCO Holdings, LLC, CCO NR Holdings, LLC, Charter Advanced Services (MO), LLC, Charter Communications Holding Company, LLC, Charter Communications Holdings, LLC, Charter Communications, LLC, Charter Communications Operating Capital Corp., Charter Communications Operating, LLC, Charter Communications VI, L.L.C., Charter Communications, Inc., Charter Distribution, LLC, Charter Fiberlink - Alabama, LLC, Charter Fiberlink - Georgia, LLC, Charter Fiberlink - Illinois, LLC, Charter Fiberlink - Maryland II, LLC, Charter Fiberlink - Michigan, LLC, Charter Fiberlink - Missouri, LLC, Charter Fiberlink - Nebraska, LLC, Charter Fiberlink - Tennessee, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter Gateway, LLC, Charter Leasing Holding Company, LLC, Charter Procurement Leasing, LLC, DukeNet Communications, LLC, Innovar Media LLC, Insight Blocker LLC, Marcus Cable Associates, L.L.C., SCI Aviation, Inc., Spectrum Advanced Services, LLC, Spectrum Captive Holdings, LLC, Spectrum Communications Indemnity Inc., Spectrum Fiberlink Florida, LLC, Spectrum Gulf Coast, LLC, Spectrum Management Holding Company, LLC, Spectrum Mid-America, LLC, Spectrum Mid-America WI-FY2022, LLC, Spectrum Mobile Equipment, LLC, Spectrum Mobile, LLC, Spectrum New Jersey, LLC, Spectrum New York Metro, LLC, Spectrum NEP, LLC, Spectrum Northeast, LLC, Spectrum Oceanic, LLC, Spectrum Originals Development, LLC, Spectrum Originals, LLC, Spectrum Pacific West, LLC, Spectrum Reach, LLC, Spectrum RSN, LLC, Spectrum Security, LLC, Spectrum Southeast, LLC, Spectrum Stamford, LLC, Spectrum Sunshine State, LLC, Spectrum TV Essentials, LLC, Spectrum Wireless Holdings, LLC, TC Technology LLC, Time Warner Cable Business LLC, Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable, LLC, TWC Administration LLC, TWC Communications, LLC, TWC Employee Disaster Relief Fund, TWC SEE Holdco LLC, TWCIS Holdco LLC

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or

agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2023  
forms a part of Policy No. 362-99-06  
issued to CHARTER COMMUNICATIONS, INC  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

### ADDITIONAL INSURED - PRIMARY INSURANCE

*This endorsement modifies insurance provided under the following:*

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance,** is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

Name Of Person(s) Or Organization(s):

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.