



August 28, 2017

Hon. Kathleen H. Burgess, Secretary
NYS Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Franchise Renewal – Time Warner Cable Northeast LLC
Locally known as Charter Communications
With the City of Rome

Dear Secretary Burgess:

We are herewith filing, via email, the following:

1. R-2 Application for Franchise Renewal, channel lineup and rates
2. Municipal Resolution granting renewal dated March 8, 2017
3. Fully executed copy of Franchise Renewal Agreement dated August 18, 2017
4. Copy of latest annual test data compiled for this part of the Division's CATV System at PSC
5. Published legal notices

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

Sincerely,

A handwritten signature in black ink, appearing to read "Alice J. Kim".

Alice J. Kim
Director, Government Affairs
Charter Communications

Enclosures

cc: Gerard F. Feeney, Corporation Counsel, City of Rome

6005 Fair Lakes Road
East Syracuse, NY 13057

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

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

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

**(315) 634-6200 Time Warner Cable
6005 Fair Lakes Rd
E. Syracuse, NY 13057**

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of July 2017:

Town of Amboy - 31
Town of Annsville - 441
Town of Augusta - 60
Town of Camden - 415
Village of Camden - 575
Village of Canastota - 1198
Village of Chittenango - 1295
Village of Cleveland - 179
Town of Constantia - 880
Town of Eaton - 22
Town of Fenner - 64
Town of Floyd - 854
Village of Holland Patent - 105
Town of Kirkland - 1856
Town of Lee - 1648
Town of Lenox - 943
Town of Lincoln - 290
Town of Marcy - 256
Town of Marshall - 222
Town of Munnsville - 89
Village of Oneida Castle - 192
Village of Oriskany Falls - 247
City of Rome - 8223
Town of Sangerfield - 60
City of Sherrill - 966
Town of Smithfield - 59
Town of Stockbridge - 179
Town of Sullivan - 2687
Village of Sylvan Beach - 522
Town of Trenton - 580
Town of Vernon - 696
Village of Vernon - 324

Town of Verona - 58
Town of Vienna - 881
Village of Wampsville - 127
Village of Waterville - 456
Town of West Monroe - 911
Town of Western - 276
Town of Westmoreland - 1035
Town of Whitestown - 14
Town of Williamstown - 45

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

Town of Amboy – 0.00 miles
Town of Annsville – 0.02 miles
Town of Augusta – 0.00 miles
Town of Camden – 0.44 miles
Village of Camden – 0.00 miles
Village of Canastota – 0.00 miles
Village of Chittenango – 0.01 miles
Village of Cleveland – 0.00 miles
Town of Constantia – 7.62 miles
Town of Eaton – 0.04 miles
Town of Fenner – 0.12 miles
Town of Floyd – 0.13 miles
Village of Holland Patent – 0.00 miles
Town of Kirkland – 0.94 miles
Town of Lee – 0.26 miles
Town of Lenox – 0.33 miles
Town of Lincoln – 0.00 miles
Town of Marcy – 0.89 miles
Town of Marshall – 0.00 miles
Town of Munnsville – 0.00 miles
Village of Oneida Castle – 0.00 miles
Village of Oriskany Falls – 0.00 miles
City of Rome – 1.12 miles
Town of Sangerfield – 0.00 miles
City of Sherrill – 0.00 miles
Town of Smithfield – 0.00 miles
Town of Stockbridge – 0.00 miles
Town of Sullivan – 0.34 miles
Village of Sylvan Beach – 0.00 miles
Town of Trenton – 2.02 miles
Town of Vernon – 0.21 miles
Village of Vernon – 0.00 miles
Town of Verona – 0.22 miles
Town of Vienna – 0.19 miles

Village of Wampsville – 0.09 miles
Village of Waterville – 0.08 miles
Town of West Monroe – 0.80 miles
Town of Western – 0.00 miles
Town of Westmoreland – 0.79 miles
Town of Whitestown – 0.00 miles
Town of Williamstown – 0.50 miles

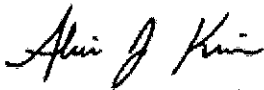
10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.

(B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.

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

WHEREFORE, the Applicant, Charter Communications, requests that the New York State Public Service Commission grant this application and approve the granting of the City of Rome Certificate of Confirmation and Franchise Agreement.

Dated: August 28, 2017



By: Alice J. Kim
Director, Government Affairs
Charter Communications

📍 Channel Lineup for: 198 N Washington St, 13440



Ch. Network

1221 WCNY - PBS
4 WCNY - PBS
1277 WCNY - PBS Kids
1207 WFXV - FOX
12 WFXV - FOX
1204 WKTV - NBC
2 WKTV - NBC
1203 WSTM - NBC
3 WSTM - NBC
9 WSYR - ABC
1200 WSYR - ABC
1206 WSYT - FOX
8 WSYT - FOX
5 WTVH - CBS
1209 WTVH - CBS
11 WUTR - ABC
1201 WUTR - ABC
537 5 StarMAX - E
102 A&E
32 A&E
1551 ABP News
541 ActionMAX - E
541 ActionMAX - E
105 AMC
60 AMC
491 America's Auction Network
140 American Heroes Channel
31 Animal Planet
132 Animal Planet
877 Antena 3 Internacional
1632 Arabic Radio and TV Network
185 ASPIRE TV
926 Atres Series
299 AXS TV HD
962 AyM Sports
806 Azteca América
256 Baby First TV
928 BabyFirstTV (SAP)
929 BabyTV (SAP)
910 Bandamax

Ch. Network

599 EPIX Drive-In
509 EPIX HITC

Ch. Network

110 BBC America
209 BBC World News
417 BeIN SPORTS
958 BeIN SPORTS Español
443 BeIN SPORTS Español
58 BET
181 BET
287 BET Jams
290 BET Soul
207 Bloomberg Television
253 Boomerang
51 Bravo
167 Bravo
382 BTN
465 BYUtv
98 C-SPAN
225 C-SPAN
226 C-SPAN2
92 C-SPAN2
227 C-SPAN3
1612 C1R (Russia)
841 canal 22 internacional
850 Canal Sur
856 Caracol
59 Cartoon Network
264 Cartoon Network
921 Cartoon Network (SAP)
315 CBS Sports Network
1401 CCTV-4
182 Centric
860 CentroamericaTV
972 Cine Mexicano
971 Cinelatino
539 Cinemax - E
539 Cinemax - E
536 Cinemáx - E
14 CKWS - CTV
1238 CKWS - CTV
293 CMT
37 CMT

Ch. Network

108 FX
632 FX Movie Channel

Ch. Network

205 CNBC
62 CNBC
208 CNBC World
201 CNN
28 CNN
834 CNN en Español
113 Comedy Central
49 Comedy Central
163 Cooking Channel
137 Crime & Investigation
875 Cubaplay
463 Daystar
980 De Película
979 De Película Clásico
135 Destination America
106 Discovery Channel
35 Discovery Channel
930 Discovery en Español
924 Discovery Familia
266 Discovery Family
180 Discovery Life Channel
63 Discovery Life Channel
251 Disney Channel
69 Disney Channel
254 Disney Junior
265 Disney XD
925 Disney XD (SAP)
161 DIY Network
1586 DW Amerika
1457 DWLS Filipino Audio
1456 DZBB Filipino Audio
168 E!
34 E!
865 Ecuavisa Internacional
936 El Garage TV
145 El Rey Network
414 Eleven Sports
596 EPIX
596 EPIX
597 EPIX 2 - E

Ch. Network

43 HLN
204 HLN

350 FLIX HD

300 ESPN
24 ESPN
303 ESPN Classic
950 ESPN Deportes
440 ESPN Deportes
371 ESPN Goal Line/Bases Loaded
25 ESPN2
301 ESPN2
302 ESPNEWS
370 ESPNU
811 Estrella TV
842 Estudio 5
194 EVINE
487 EVINE
41 EWTN
460 EWTN
945 EWTN en Español
372 FCS Atlantic
373 FCS Central
374 FCS Pacific
623 FLIX - E
292 FM
162 Food Network
39 Food Network
847 FOROtv
206 FOX Business Network
442 FOX Deportes
953 FOX Deportes
891 FOX Life
56 FOX News Channel
202 FOX News Channel
419 FOX Soccer Plus
400 FOX Sports 1
401 FOX Sports 2
22 Freeform
122 Freeform
169 Fuse
44 FX

Ch. Network

203 msnbc
61 MTV
118 MTV
120 MTV Classic
286 MTV Live HD
119 MTV2
843 Multimedios Televisión
1920 Music Choice
1929 Music Choice - 70s

352 FOX MOVIE CHANNEL

109 FXX
134 fyi
295 GAC
827 Galavisión
490 Gem Shopping Network
1453 GMA Life TV
1452 GMA Pinoy TV
960 GOL TV
416 GOL TV
67 Golf Channel
405 Golf Channel
177 GSN
123 Hallmark Channel
52 Hallmark Channel
629 Hallmark Movies & Mysteries
518 HBO - E
518 HBO - E
519 HBO 2 - E
519 HBO 2 - E
522 HBO Comedy - E
522 HBO Comedy - E
521 HBO Family - E
521 HBO Family - E
524 HBO Latino - E
524 HBO Latino - E
520 HBO Signature - E
520 HBO Signature - E
523 HBO Zone - E
523 HBO Zone - E
640 HDNet Movies
46 HGTV
160 HGTV
471 Hillsong Channel
496 Hillsong Channel HD
57 HISTORY
107 HISTORY
932 HISTORY en Español
933 HITN

Ch. Network

1913 Music Choice - Rock
1917 Music Choice - Rock Hits
1940 Music Choice - Romances
1947 Music Choice - Singers & Swing
1944 Music Choice - Smooth Jazz
1919 Music Choice - Soft Rock
1930 Music Choice - Solid Gold Oldies
1941 Music Choice - Sound of the Seasons
1943 Music Choice - Soundscapes

204 HSN

176 HSN
483 HSN
484 HSN2
1803 Hustler TV
1802 Hustler TV
627 IFC
621 IndiePlex
461 INSP
138 Investigation Discovery
1539 ITV Gold
188 Jewelry TV
499 Jewelry TV
1300 Leased Access
1301 Leased Access
1552 Life OK
170 Lifetime
48 Lifetime
174 Lifetime Real Women
492 Liquidation Channel
630 LMN
64 LMN
179 LOGO
1828 Manhandle
935 Mexicana
141 Military History
306 MLB Network
307 MLB Strike Zone
540 MoreMAX - E
540 MoreMAX - E
538 MovieMAX - E
620 MoviePlex
65 MSG
318 MSG
326 MSG 2
40 MSG Plus
319 MSG Plus
327 MSG2 Plus
42 msnbc

Ch. Network

173 OWN
20 OWN
171 Oxygen
90 Oxygen
377 PAC-12 Arizona
381 PAC-12 Bay Area
376 PAC-12 Los Angeles
380 PAC-12 Mountain
375 PAC-12 Network

1928 Music Choice - 80s
 1927 Music Choice - 90s
 1916 Music Choice - Adult Alternative
 1915 Music Choice - Alternative
 1946 Music Choice - Blues
 1934 Music Choice - Classic Country
 1918 Music Choice - Classic Rock
 1949 Music Choice - Classical Masterpieces
 1935 Music Choice - Contemporary Christian
 1933 Music Choice - Country Hits
 1903 Music Choice - Dance/EDM
 1948 Music Choice - Easy Listening
 1911 Music Choice - Gospel
 1905 Music Choice - Hip-Hop and R&B
 1907 Music Choice - Hip-Hop Classics
 1901 Music Choice - Hit List
 1945 Music Choice - Jazz
 1924 Music Choice - Kidz Only!
 1950 Music Choice - Light Classical
 1902 Music Choice - Max
 1914 Music Choice - Metal
 1938 Music Choice - Mexicana
 1937 Music Choice - Musica Urbana
 1922 Music Choice - Party Favorites
 1931 Music Choice - Pop & Country
 1921 Music Choice - Pop Hits
 1936 Music Choice - Pop Latino
 1910 Music Choice - R&B & Soul
 1909 Music Choice - R&B Classics
 1906 Music Choice - Rap
 1912 Music Choice - Reggae

Ch. Network

922 Semillitas
 1541 SET Asia
 552 SHO 2 - E
 555 SHO Beyond - E
 554 SHO Extreme - E
 556 SHO Next - E
 557 SHO Women - E
 482 Shop Zeal 1
 489 Shop Zeal 2
 485 Shop Zeal 3
 486 Shop Zeal 4
 488 Shop Zeal 5
 551 Showtime - E
 558 Showtime Fam. Zn
 553 Showtime Showcase-E
 131 Smithsonian Channel
 470 SonLife

1942 Music Choice - Stage & Screen
 1923 Music Choice - Teen Beats
 1908 Music Choice - Throwback Jamz
 1932 Music Choice - Today's Country
 1925 Music Choice - Toddler Tunes
 1939 Music Choice - Tropicales
 1926 Music Choice - Y2K
 1904 Music Choice- MCU
 931 Nat Geo Mundo
 130 Nat Geo Wild
 129 National Geographic
 308 NBA TV
 50 NBC Sports Network
 314 NBC Sports Network
 898 NBC Universo
 1557 New Delhi TV Limited
 310 NFL Network
 311 NFL RedZone
 312 NHL Network
 257 Nick Jr.
 288 Nick Music
 258 Nickelodeon
 33 Nickelodeon
 262 Nicktoons
 229 NY State Legislature
 83 NY State Legislature
 316 Olympic Channel
 844 Once Canal
 408 Outdoor Channel
 535 OuterMAX - E
 187 Ovation

Ch. Network

588 Starz Edge - E
 588 Starz Edge - E
 603 Starz Encore Action - E
 604 Starz Encore Black-E
 605 Starz Encore Classic - E
 608 Starz Encore Fam-E
 606 Starz Encore Susp-E
 607 Starz Encore Wstns-E
 589 Starz in Black - E
 589 Starz in Black - E
 590 Starz Kids & Fam. - E
 590 Starz Kids & Fam. - E
 609 StarzEncore - E
 609 StarzEncore - E
 625 SundanceTV
 870 Super Canal
 853 SUR Perú

379 PAC-12 Oregon
 378 PAC-12 Washington
 1805 Penthouse TV (Prem.)
 1404 Phoenix InfoNews
 1403 Phoenix N. America
 1811 Playboy TV
 1812 Playboy TV en Español
 1595 Polish Radio 1
 1596 Polish Radio 3
 175 Pop
 99 Public Access
 480 QVC
 159 QVC
 481 QVC2
 213 Radar
 1581 RAI Italia
 857 RCN Nuestra Tele
 1807 Real
 128 Reelz
 622 RetroPlex
 291 REVOLT
 297 RFD-TV
 911 Ritmosan Latino
 1610 RTN (Russian)
 1613 RTVI (Russian)
 1621 Russian Kino
 1532 Sahara Filmy
 1515 SBN (Vietnamese)
 136 Science Channel
 385 SEC Extra
 384 SEC Network

Ch. Network

542 ThrillerMAX - E
 166 TLC
 38 TLC
 571 TMC - E
 572 TMC Extra - E
 103 TNT
 27 TNT
 899 Tr3s
 165 Travel Channel
 53 Travel Channel
 91 truTV
 112 truTV
 1542 TV Asia
 855 TV Chile
 1500 TV Japan
 121 TV Land
 54 TV Land

215 Spectrum News
 1 Spectrum News - Central New York
 10 Spectrum News - Central New York
 200 Spectrum News - Central New York
 55 Spectrum Sports Channel
 323 Spectrum Sports Channel
 23 Spike
 116 Spike
 422 Sports Overflow
 421 Sports Overflow
 423 Sports Overflow
 424 Sports Overflow
 420 Sports Overflow
 320 SportsNet New York
 45 SportsNet New York
 255 Sprout
 1550 STAR India GOLD
 1553 STAR India PLUS
 587 Starz - E
 587 Starz - E
 591 Starz Cinema - E
 591 Starz Cinema - E
 586 Starz Comedy - E

Ch. Network

895 Univisión tlnovelas
 124 UP
 101 USA Network
 21 USA Network
 403 Velocity HD
 117 VH1
 29 VH1
 133 Viceland
 913 Video Rola
 982 ViendoMovies
 874 WAPA América
 1275 WCNY - Create
 1278 WCNY - HowTo
 172 WE tv
 68 WE tv
 126 WGN America
 16 WGN America
 1554 Willow Plus Cricket
 1265 WNYS - getTV
 7 WNYS - MyTV
 1215 WNYS - MyTV
 1218 WSPX - ION
 18 WSPX - ION
 1246 WSTM - Comet

1540 SWAGAT TV
 47 Syfy
 111 Syfy
 464 TBN
 946 TBN Enlace USA
 15 TBS
 104 TBS
 631 TCM
 66 TCM
 263 TeenNick
 861 Tele El Salvador
 845 TeleFórmula
 912 TeleHit
 871 Telemicro
 872 Television Dominicana
 1809 TEN
 406 Tennis Channel
 468 The Cowboy Channel
 1450 The Filipino Channel
 474 The Impact Network
 30 The Weather Channel
 211 The Weather Channel
 542 ThrillerMAX - E

184 TV One
 867 TV Venezuela
 1575 TV5MONDE
 1422 TVB1 Cantonese
 1423 TVB2 Cantonese
 1424 TVBE Cantonese
 1425 TVBS Mandarin
 1516 TVBV Vietnamese
 413 TVG
 1592 TVP Polonia
 984 Ultra Cine
 985 Ultra Clásico HD
 849 Ultra Docu
 918 Ultra Familia
 915 Ultra Fiesta
 919 Ultra Kidz
 937 Ultra Macho
 983 Ultra Mex
 804 UniMás
 801 Univisión
 26 Univisión
 959 Univisión Deportes
 444 Univisión Deportes

1212	WSTM - The CW
13	WSTM - The CW
1241	WSYR - Bounce TV
1240	WSYR - MeTV
1250	WSYT - ZUUS Country
36	YES Network
321	YES Network
1533	Zee TV
1400	ZTC Chinese
923	¡Sorpresa! TV

Charter Communications. Programming may vary. Channels, Tiers and Packaging subject to change. Services not available in all areas. Charter issued digital receiver or CableCARD required to view programming channels, except for Basic Service viewable with customer owned TV equipped with digital QAM Tuner subject to future service changes when a market transitions to All Digital. Charter issued digital receiver required to view PPV and On Demand programming (where available). HD capable equipment required to view HD programming (where available). All programming may not be available to CableCARD or Digital Terminal Adapter customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Control feature on your on-screen program guide.

In a switched digital market, due to system technology enhancements access to certain digital channels will require a digital receiver, as HDTVs & digital QAM tuners equipped with CableCARDS or TV's equipped with Digital Terminal Adapter's cannot access certain digital channels requiring two-way communication (e.g., PPV & On Demand programming). CableCARD customers with TiVo equipment will also need a Tuning Adapter for access to such digital channels.

SAP - Second Audio Programming (Spanish Language when available) is offered on analog Basic Service & Expanded Service channels. Check your interactive program guide for further details. Channel numbers listed are for either analog cable-ready TV sets or Charter digital receivers. Customers using a QAM tuner TV or other personal QAM tuner device, not connected to a digital receiver, must activate the Auto Program feature, as described in the TV/device's Owner's Manual, to receive some digital services.

If you are a Charter customer, [click here \(http://www.charter.net/?&addr1=2651+State+Route+12B&apt=&zip=13328&existing=false&sp=&a=&scdf=\)](http://www.charter.net/?&addr1=2651+State+Route+12B&apt=&zip=13328&existing=false&sp=&a=&scdf=) to access Broadband service rate and performance metric information applicable to the service offering you subscribe to.

TV Residential Services and Rates

For Central Sq, Syracuse Suburbs, Tri-Lakes, Tompkins Co, Effective August 2017. All charges exclude applicable taxes, FCC fees, franchise fees and the Broadcast TV Surcharge.

TV Services

Internet Services

BASIC SERVICE

\$23.89

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

\$64.99

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

\$84.99

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

\$104.99

DIGI TIER 1 (Available with subscription to Select, Silver or Gold)

\$12.00

DIGI TIER 2 (Available with subscription to Select, Silver or Gold)

\$12.00

LATINO VIEW

\$7.99

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

\$44.99

PREMIUM NETWORKS (AVAILABLE WITH SUBSCRIPTION TO SELECT, SILVER OR GOLD)

STARZ ENCORE

\$15.00

EPIX

\$15.00

	\$12.95
Real	
	\$12.95
TEN	
	\$12.95
Hustler	
	\$12.95
Manhandle	
	\$12.95
VIVID	
	\$12.95
Adult 3-Pack	
	\$24.95

INSTALLATION/SERVICE CALL (PER ACTIVITY)

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

UNRETURNED EQUIPMENT FEES (PER UNIT)

Spectrum Receiver	\$123.00
CableCARD™ ^E	\$22.00
Tuning Adapter	\$130.00
Guide Narration Laptop	\$496.46

MISCELLANEOUS CHARGES (PER MONTH)

Broadcast TV Surcharge	\$7.50
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MISCELLANEOUS CHARGES (PER ACTIVITY)

Late Fee	\$8.95
Reconnection Fee	\$4.99
Insufficient Funds Fee	\$20.00
Phone Payment Processing	\$5.00

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

Spectrum Receiver & Remote (per outlet) ^C	\$5.99
Secure Connection (per receiver or CableCARD) ^E	\$1.00
CableCARD (rate includes \$1.00 Secure Connection) ^E	\$2.00
DVR Service Package (up to 4 DVR receivers)	\$19.99
DVR Service (1 DVR receiver)	\$11.99

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

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

^C DVR service required with subscription to DVR or DVR/HD receiver.

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

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

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

^G Available with subscription to Spectrum TV Select, Silver, Gold, or Mi Plan Latino

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

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

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

©2017 Charter Communications ADDITIONAL CUSTOMER INFORMATION: Prices are per month unless noted otherwise. Programming may vary and all services may not be available in all areas. Rates, number of channels, programs/content, services & packages are subject to change or discontinuance at any time, subject to applicable law. Unless specified on this rate card, additional installation services are generally billed using the Labor Charge in ¼ hour increments. Charter reserves the right to institute different rates or terms and conditions of service for promotional purposes. Customers are not required to subscribe to any tier of service, other than the Charter Basic service tier, in order to purchase premium channels, or where available, Pay-Per-View or On Demand. Charter-issued digital receiver or CableCARD required to view most programming channels. Charter-issued digital receiver required to view Pay-Per-View and On Demand programming (where available). HD-capable equipment required to view HD programming (where available). All programming may not be available to CableCARD customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Controls feature on your on-screen program guide. Certain limitations apply to the Wire Maintenance Plan, such as the exclusion of repairs to alarm/electrical/twisted pair wiring, customer-caused damage or abuse, and alterations to Charter equipment. Please contact Charter for more information about the Wire Maintenance Plan.

Serving: Adams, NY, Town of, Adams, NY, Village of, Addison, NY, Town of, Addison, NY, Village of, Afton, NY, Town of, Afton, NY, Village of, Albion, NY, Town of (Oswego), Alexandria, NY, Town of, Alfred, NY, Town of, Alfred, NY, Village of, Almond, NY, Town of, Almond, NY, Village of, Altmar, NY, Village of, Altona, NY, Town of, Amboy, NY, Town of, Annsville, NY, Town of, Antwerp, NY, Town of, Antwerp, NY, Village of, Athens, PA, Borough of, Athens, PA, Township of, Auburn, NY, City of, Augusta, NY, Town of, Ava, NY, Town of, Bainbridge, NY, Town of, Bainbridge, NY, Village of, Baldwinville, NY, Village of, Bangor, NY, Town of, Barker, NY, Town of, Barneveld, NY, Village of, Barton, NY, Town of, Binghamton, NY, City of, Binghamton, NY, Town of, Black River, NY, Village of, Bombay, NY, Town of, Boonville, NY, Town of, Boonville, NY, Village of, Brasher, NY, Town of, Bridgewater, NY, Town of, Bridgewater, NY, Village of, Bridgewater, PA, Township of, Brighton, NY, Town of (Franklin), Brookfield, NY, Town of, Brownville, NY, Town of, Brownville, NY, Village of, Brushton, NY, Village of, Brutus, NY, Town of, Burke, NY, Town of, Burke, NY, Village of, Burlington, NY, Town of, Butternuts, NY, Town of, Camden, NY, Town of, Camden, NY, Village of, Cameron, NY, Town of, Camillus, NY, Town of, Camillus, NY, Village of, Campbell, NY, Town of, Canastota, NY, Village of, Candor, NY, Town of, Candor, NY, Village of, Canton, NY, Town of, Canton, NY, Village of, Cape Vincent, NY, Town of, Cape Vincent, NY, Village of, Caroline, NY, Town of,

Carthage, NY, Village of, Castorland, NY, Village of, Catlin, NY, Town of, Cato, NY, Town of, Cato, NY, Village of, Caton, NY, Town of, Cayuga Heights, NY, Village of, Cazenovia, NY, Town of, Cazenovia, NY, Village of, Central Square, NY, Village of, Champion, NY, Town of, Champlain, NY, Town of, Champlain, NY, Village of, Chateaugay, NY, Town of, Chateaugay, NY, Village of, Chaumont, NY, Village of, Chazy, NY, Town of, Chemung, NY, Town of, Chenango, NY, Town of, Chittenango, NY, Village of, Choconut, PA, Township of, Cicero, NY, Town of, Cincinnatus, NY, Town of, Clay, NY, Town of, Clayton, NY, Town of, Clayton, NY, Village of, Clayville, NY, Village of, Cleveland, NY, Village of, Clinton, NY, Village of, Cold Brook, NY, Village of, Colton, NY, Town of, Columbia, NY, Town of, Columbus, NY, Town of, Conklin, NY, Town of, Constable, NY, Town of, Constableville, NY, Village of, Constantia, NY, Town of, Cooperstown, NY, Village of, Copenhagen, NY, Village of, Corning, NY, City of, Corning, NY, Town of, Cortland, NY, City of, Cortlandville, NY, Town of, Coventry, NY, Town of, Covert, NY, Town of (2), Croghan, NY, Town of, Croghan, NY, Village of, Cuyler, NY, Town of, Danby, NY, Town of, Danube, NY, Town of, Davenport, NY, Town of, De Kalb, NY, Town of, De Witt, NY, Town of, Decatur, NY, Town of, Deerfield, NY, Town of, Deerfield, PA, Township of, Deferiet, NY, Village of, Delhi, NY, Town of, Delhi, NY, Village of, Denmark, NY, Town of, DeRuyter, NY, Town of, DeRuyter, NY, Village of, Dexter, NY, Village of, Diana, NY, Town of, Dickinson, NY, Town of, Dimock, PA, Township of, Dix, NY, Town of, Dolgeville, NY, Village of, Dryden, NY, Town of, Dryden, NY, Village of, Earlville, NY, Village of, East Syracuse, NY, Village of, Eaton, NY, Town of, Edmeston, NY, Town of, Elbridge, NY, Town of, Elbridge, NY, Village of, Elkland, PA, Borough of, Ellenburg, NY, Town of, Ellisburg, NY, Town of, Ellisburg, NY, Village of, Endicott, NY, Village of, Erwin, NY, Town of, Evans Mills, NY, Village of, Exeter, NY, Town of, Fabius, NY, Town of, Fabius, NY, Village of, Fair Haven, NY, Village of, Fairfield, NY, Town of, Fayetteville, NY, Village of, Fenner, NY, Town of, Fenton, NY, Town of, Fleming, NY, Town of, Floyd, NY, Town of, Forestport, NY, Town of, Fort Covington, NY, Town of, Fort Drum, NY, Base of, Fowler, NY, Town of, Frankfort, NY, Town of, Frankfort, NY, Village of, Franklin, NY, Town of (Delaware), Franklin, NY, Town of (Franklin), Franklin, NY, Village of, Franklin, PA, Township of (Susquehanna), Freeville, NY, Village of, Fulton, NY, City of, Geddes, NY, Town of, Georgetown, NY, Town of, German Flats, NY, Town of, Gilbertsville, NY, Village of, Glen Park, NY, Village of, Gouverneur, NY, Town of, Gouverneur, NY, Village of, Granby, NY, Town of, Greene, NY, Town of, Greene, NY, Village of, Greig, NY, Town of, Groton, NY, Town of, Groton, NY, Village of, Guilford, NY, Town of, Hamden, NY, Town of, Hamilton, NY, Town of, Hamilton, NY, Village of, Hannibal, NY, Town of, Hannibal, NY, Village of, Harpersfield, NY, Town of, Harrietstown, NY, Town of, Harrisville, NY, Village of, Hartwick, NY, Town of, Hastings, NY, Town of, Henderson, NY, Town of, Herkimer, NY, Town of, Herkimer, NY, Village of, Hermon, NY, Town of, Hermon, NY, Village of, Herrings, NY, Village of, Heuvelton, NY, Village of, Hobart, NY, Village of, Holland Patent, NY, Village of, Homer, NY, Town of, Homer, NY, Village of, Hopkinton, NY, Town of, Hornby, NY, Town of, Hounsfield, NY, Town of, Ilion, NY, Village of, Inlet, NY, Town of, Ira, NY, Town of, Ithaca, NY, City of, Ithaca, NY, Town of, Johnson City, NY, Village of, Jordan, NY, Village of, Kirkland, NY, Town of, Kirkwood, NY, Town of, Kortright, NY, Town of, Lacona, NY, Village of, LaFayette, NY, Town of, Lake Placid, NY, Village of, Lansing, NY, Town of, Lansing, NY, Village of, Laurens, NY, Town of, Laurens, NY, Village of, Lawrence, NY, Town of, Lawrence, PA, Township of, Lawrenceville, PA, Borough of, Le Ray, NY, Town of, Lebanon, NY, Town of, Lee, NY, Town of, Lenox, NY, Town of, Lewis, NY, Town of, Leyden, NY, Town of, Liberty, PA, Township of, Lincoln, NY, Town of, Lindley, NY, Town of, Lisbon, NY, Town of, Lisle, NY, Town of, Lisle, NY, Village of, Litchfield, NY, Town of, Litchfield, PA, Township of, Little Falls, NY, City of, Little Falls, NY, Town of, Liverpool, NY, Village of, Lorraine, NY, Town of, Louisville, NY, Town of, Lowville, NY, Town of, Lowville, NY, Village of, Lyme, NY, Town of, Lyons Falls, NY, Village of, Lyonsdale, NY, Town of, Lysander, NY, Town of, Madison, NY, Town of, Madison, NY, Village of, Madrid, NY, Town of, Maine, NY, Town of, Malone, NY, Town of, Malone, NY, Village of, Manheim, NY, Town of, Manlius, NY, Town of, Manlius, NY, Village of, Mannsville, NY, Village of, Marathon, NY, Town of, Marathon, NY, Village of, Marcellus, NY, Town of, Marcellus, NY, Village of, Marcy, NY, Town of, Marshall, NY,

Town of, Martinsburg, NY, Town of, Maryland, NY, Town of, Masonville, NY, Town of, Massena, NY, Town of, Massena, NY, Village of, McGraw, NY, Village of, Mentz, NY, Town of, Meredeth (South), NY, Town of, Meredith, NY, Town of, Meridian, NY, Village of, Mexico, NY, Town of, Mexico, NY, Village of, Middlefield, NY, Town of, Middleville, NY, Village of, Milford, NY, Town of, Milford, NY, Village of, Minetto, NY, Town of, Minoa, NY, Village of, Mohawk, NY, Village of, Moira, NY, Town of, Montrose, PA, Borough of, Mooers, NY, Town of, Morris, NY, Town of, Morris, NY, Village of, Morristown, NY, Town of, Morristown, NY, Village of, Morrisville, NY, Village of, Munnsville, NY, Village of, Nanticoke, NY, Town of, Nelson, NY, Town of, Nelson, PA, Township of, New Berlin, NY, Town of, New Berlin, NY, Village of, New Bremen, NY, Town of, New Hartford, NY, Town of, New Hartford, NY, Village of, New Haven, NY, Town of, New Lisbon, NY, Town of, New York Mills, NY, Village of, Newark Valley, NY, Town of, Newark Valley, NY, Village of, Newfield, NY, Town of, Newport, NY, Town of, Newport, NY, Village of, Nichols, NY, Town of, Nichols, NY, Village of, Niles, NY, Town of, Norfolk, NY, Town of, North Elba, NY, Town of, North Norwich, NY, Town of, North Syracuse, NY, Village of, Norwich, NY, City of, Norwich, NY, Town of, Norwood, NY, Village of, Ogdensburg, NY, City of, Oneida Castle, NY, Village of, Oneida, NY, City of, Oneonta, NY, City of, Oneonta, NY, Town of, Onondaga, NY, Town of, Oriskany Falls, NY, Village of, Oriskany, NY, Village of, Orleans, NY, Town of, Orwell, NY, Town of, Osceola, PA, Township of, Oswegatchie, NY, Town of, Oswego, NY, City of, Oswego, NY, Town of, Otego, NY, Town of, Otego, NY, Village of, Otisco, NY, Town of, Otsego, NY, Town of, Otselic, NY, Town of, Owasco, NY, Town of, Owego, NY, Town of, Owego, NY, Village of, Oxford, NY, Town of, Oxford, NY, Village of, Painted Post, NY, Village of, Palermo, NY, Town of, Pamela, NY, Town of, Paris, NY, Town of, Parish, NY, Town of, Parish, NY, Village of, Parishville, NY, Town of, Philadelphia, NY, Town of, Philadelphia, NY, Village of, Phoenix, NY, Village of, Pierrepont, NY, Town of, Pitcairn, NY, Town of, Pitcher, NY, Town of, Pittsfield, NY, Town of, Plainfield, NY, Town of, Plymouth, NY, Town of, Poland, NY, Village of, Pompey, NY, Town of, Port Byron, NY, Village of, Port Dickinson, NY, Village of, Port Leyden, NY, Village of, Potsdam, NY, Town of, Potsdam, NY, Village of, Preble, NY, Town of, Prospect, NY, Village of, Pulaski, NY, Village of, Rathbone, NY, Town of, Remsen, NY, Town of, Remsen, NY, Village of, Rensselaer Falls, NY, Village of, Richfield Springs, NY, Village of, Richfield, NY, Town of, Richland, NY, Town of, Richville, NY, Village of, Riverside, NY, Village of, Rodman, NY, Town of, Rome, NY, City of, Rouses Point, NY, Village of, Russell, NY, Town of, Russia, NY, Town of, Rutland, NY, Town of, Sackets Harbor, NY, Village of, Salina, NY, Town of, Salisbury, NY, Town of, Sandy Creek, NY, Town of, Sandy Creek, NY, Village of, Sangerfield, NY, Town of, Santa Clara, NY, Town of, Saranac Lake, NY, Village of, Sayre, PA, Borough of, Schroepfel, NY, Town of, Schuyler, NY, Town of, Scott, NY, Town of, Scriba, NY, Town of, Sempronius, NY, Town of, Sennett, NY, Town of, Sherburne, NY, Town of, Sherburne, NY, Village of, Sherill, NY, City of, Sidney, NY, Town of, Sidney, NY, Village of, Silver Lake, PA, Township of, Skaneateles, NY, Town of, Skaneateles, NY, Village of, Smithfield, NY, Town of, Smithville, NY, Town of, Smyrna, NY, Town of, Smyrna, NY, Village of, Solvay, NY, Village of, South Coming, NY, Village of, South Waverly, PA, Borough of, Spafford, NY, Town of, Springfield, NY, Town of, Springville, PA, Township of, St. Armand, NY, Town of, Stamford, NY, Town of, Stamford, NY, Village of, Stark, NY, Town of, Sterling, NY, Town of, Stockbridge, NY, Town of, Stockholm, NY, Town of, Sullivan, NY, Town of, Sylvan Beach, NY, Village of, Syracuse, NY, City of, Taylor, NY, Town of, Theresa, NY, Town of, Theresa, NY, Village of, Throop, NY, Town of, Thurston, NY, Town of, Tioga, NY, Town of, Tioga, PA, Borough of, Tioga, PA, Township of, Trenton, NY, Town of, Triangle, NY, Town of, Trumansburg, NY, Village of, Truxton, NY, Town of, Tully, NY, Town of, Tully, NY, Village of, Tupper Lake, NY, Town of, Tupper Lake, NY, Village of, Turin, NY, Town of, Turin, NY, Village of, Tuscarora, NY, Town of, Ulster, PA, Township of, Ulysses, NY, Town of, Unadilla, NY, Town of, Unadilla, NY, Village of, Union, NY, Town of, Utica, NY, City of, Van Buren, NY, Town of, Vernon, NY, Town of, Vernon, NY, Village of, Verona, NY, Town of, Vestal, NY, Town of, Vienna, NY, Town of, Virgil, NY, Town of, Volney, NY, Town of, Waddington, NY, Town of, Waddington, NY, Village of, Walton, NY, Town of, Walton, NY, Village of, Wampsville, NY, Village of, Warren, NY, Town of, Watertown, NY, City of, Watertown, NY, Town of,

Waterville, NY, Village of, Watson, NY, Town of, Waverly, NY, Town of, Waverly, NY,
Village of, Webb, NY, Town of, Weedsport, NY, Village of, West Carthage, NY, Village of,
West Monroe, NY, Town of, West Turin, NY, Town of, West Winfield, NY, Village of,
Western, NY, Town of, Westmoreland, NY, Town of, Westville, NY, Town of, Whitesboro,
NY, Village of, Whitestown, NY, Town of, Whitney Point, NY, Village of, Willet, NY, Town
of, Williamstown, NY, Town of, Wilna, NY, Town of, Winfield, NY, Town of, Wolcott, NY,
Town of (2), Worcester, NY, Town of, Yorkville, NY, Village of

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0046,0007-0047,0008-0048,0009-

RESOLUTION NO. 55A

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER
INTO A FRANCHISE AGREEMENT WITH TIME WARNER CABLE

By Mayor Izzo:

WHEREAS, Time Warner Cable Northeast LLC, 1/k/a Charter Communications, a limited liability company organized and existing under the laws of State of Delaware doing business at 6005 Fair Lakes Road, East Syracuse, NY 13057, has applied under the provisions of Federal law to the City of Rome, New York for a renewal of its franchise, granting the right to construct and operate a cable television system and provide cable service; and

WHEREAS, Time Warner Cable Northeast LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and

WHEREAS, Time Warner Cable Northeast LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and

WHEREAS, Time Warner Cable Northeast LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and

WHEREAS, Hon. Jacqueline M. Izzo, Mayor and Gerard F. Feeney, Corporation Counsel for the City of Rome, have recommended that the Mayor of the City of Rome, New York, enter into a Franchise Agreement with Time Warner Cable Northeast LLC, 1/k/a Charter Communications, which said agreement shall have substantially the same form and material content as the agreement which is attached hereto and made a part hereof as Exhibit "A", which is made a part hereof by this reference; and

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

WHEREAS, the City Clerk of the City of Rome has advertised notices of public hearings with regard to the proposed Time Warner Cable Television Franchise Agreement, and said public hearings were held on the 22nd day of March 2017 at 6:45 p.m., and the 12th day of April 2017 at 6:45 p.m., in the Common Council Chambers, City Hall, Rome, New York and interested parties were given an opportunity to be heard; now, therefore

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the cable television franchise renewal of Time Warner Cable Northeast LLC for ten (10) years commencing with the date of approval by the Public Service Commission be and is hereby authorized; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor is hereby authorized to enter into a Franchise Agreement with Time Warner Cable Northeast LLC, I/k/a Charter Communications, to provide a cable television system and cable service, pursuant to the Franchise Agreement, which said agreement shall have substantially the same form and material content as the agreement attached hereto at Exhibit "A".

Seconded by Viscelli.

Motion to Amend Exhibit "A" attachment's Page 16, Section 12.1 A, to read "at least 120 days' notice" by Feeney, seconded by Viscelli, and so ordered March 9, 2017.

Motion to Table by Feeney, seconded by Nolan, and so ordered March 9, 2017.

Motion to remove from Table by Feeney, seconded by Viscelli, and so ordered April 13, 2017.

Motion to Amend to include both Public Hearing dates and times of March 22, 2017 at 6:45 pm and April 12, 2017 at 6:45 pm by Feeney, seconded by Viscelli, and so ordered April 13, 2017.

AYES: Mayor Izzo, Viscelli, Feeney, Conover, Nolan

NAYS: None

ADOPTED: April 13, 2017

COMMON COUNCIL

MARCH 8, 2017

ORDINANCE NO. 9156A

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER
INTO A FRANCHISE AGREEMENT WITH TIME WARNER CABLE

By Councilor Rogers:

WHEREAS, Time Warner Cable Northeast LLC, I/k/a Charter Communications, a limited liability company organized and existing under the laws of State of Delaware doing business at 6005 Fair Lakes Road, East Syracuse, NY 13057, has applied under the provisions of Federal law to the City of Rome, New York for a renewal of its franchise, granting the right to construct and operate a cable television system and provide cable service; and

WHEREAS, Time Warner Cable Northeast LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and

WHEREAS, Time Warner Cable Northeast LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and

WHEREAS, Time Warner Cable Northeast LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and

WHEREAS, Hon. Jacqueline M. Izzo, Mayor and Gerard F. Feeney, Corporation Counsel for the City of Rome, have recommended that the Mayor of the City of Rome, New York, enter into a Franchise Agreement with Time Warner Cable Northeast LLC, I/k/a Charter Communications, which said agreement shall have substantially the same form and material content as the agreement which is attached hereto and made a part hereof as Exhibit "A", which is made a part hereof by this reference; and

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

WHEREAS, the City Clerk of the City of Rome has advertised notice of public hearings with regard to the proposed Time Warner Cable Television Franchise Agreement, and said public hearings were held on the 22nd day of March 2017 at 6:45 p.m., and the 12th day of April, 2017 at 6:45 pm, in the Common Council Chambers, City Hall, Rome, New York and interested parties were given an opportunity to be heard; now, therefore

BE IT ORDAINED, by the Common Council of the City of Rome, that the cable television franchise renewal of Time Warner Cable Northeast LLC for ten (10) years commencing with the date of approval by the Public Service Commission be and is hereby authorized; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome, that the Mayor is hereby authorized to enter into a Franchise Agreement with Time Warner Cable Northeast LLC, l/k/a Charter Communications, to provide a cable television system and cable service, pursuant to the Franchise Agreement, which said agreement shall have substantially the same form and material content as the agreement attached hereto at Exhibit "A".

Seconded by Councilor Parsons.
By Councilor DiMarco:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9146.

Seconded by Councilor Anderson.

Motion to Amend Exhibit "A" attachment's Page 16, Section 12.1 A, to read "at least 120 days' notice" by Rogers, seconded by Parsons, and so ordered March 8, 2017.

Motion to Table by Rogers, seconded by Parsons, and so ordered March 8, 2017.

Motion to remove from Table by Anderson, seconded by Dursi, and so ordered April 12, 2017.

Motion to Amend to include both Public Hearing dates and times of March 22, 2017 at 6:45 pm and April 12, 2017 at 6:45 pm by Anderson, seconded by Rogers, and so ordered April 12, 2017.

AYES: Trifeletti, Mortise, Rogers, Parsons, Anderson, Dursi, DiMarco
NAYS: None

ORDINANCE NO. 9146

AYES: Trifeletti, Mortise, Rogers, Parsons, Anderson, Dursi, DiMarco
NAYS: None
ADOPTED: April 12, 2017

**FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES**

Between

City of Rome, NY

AND

Time Warner Cable Northeast LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of _____, _____ between the **CITY OF ROME, NY** (the "Grantor") and **Time Warner Cable Northeast LLC, I/k/a Charter Communications**, a limited liability company organized and existing in good standing under the laws of State of Delaware ("Grantee").

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a renewal of its franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated July 10, 2003, and has substantially complied with the material terms of the franchise and applicable law; and

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

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

WHEREAS, the franchise granted herein is non-exclusive,

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

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the **CITY OF ROME/Time Warner Cable Franchise Agreement**.

SECTION 2. DEFINITIONS

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

and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

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

- 2.11 "PEG Access Channel" or "PEG Channel" means video Channel which Grantee must make available without charge for Public, Educational or Governmental non-commercial use for the transmission of video programming consistent with NYSPC regulations.
- 2.12 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit.
- 2.13 "Public Property" means any real property owned by any governmental unit.
- 2.14 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.15 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.
- 2.16 "Standard Drop" means a standard cable connection, defined as no more than 150 feet from existing cable lines.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS

- 3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area, and nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.
- 3.2 Authority for Use of Streets.
 - A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
 - B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or

similar system for the exchange of information on the utility location or work to be conducted.

3.3 Provision of Cable Service.

- A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.
- B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC ("Effective Date") and shall expire ten (10) years thereafter unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.

3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

The City, among other things, does not waive the generally applicable requirements of various codes, ordinances, resolutions and local laws, including zoning codes and codes regarding building permits and fees, concerning time, place and manner of construction, all of which shall apply. The Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the Grantor to enforce prompt compliance. Any taxes, fees, or charges paid, so long as generally applicable and not discriminatory shall be paid in addition to the franchise fee required under this franchise consistent with applicable law. Nothing herein is intended to waive any rights or credits to which Grantee is entitled under applicable law.

3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: City of Rome
 198 North Washington Street

Rome, NY 13440
Attention: Mayor
Telephone: 315-339-7677

If to Grantee: Charter Communications
6005 Fair Lakes Rd
East Syracuse, NY 13057
Attention: Government Affairs

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

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

3.8 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.
- B. If the Grantor grants a cable television franchise or other right to provide Cable Service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C.
 - (i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.
 - (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the

Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

“Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person.”

- D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's written consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

- 3.9 Continuing Administration. The Mayor of the City of Rome is responsible for the continuing administration of the Franchise.
- 3.10 Video Telecasting. Upon written request, Grantee will provide up to Twenty Five Thousand and 00/100 Dollars (\$25,000.00) to Grantor for equipment to be installed at Rome City Hall that will allow Grantor to produce video programming of public meetings

from City Hall, including, but not limited to, meetings of the Rome Common Council. This programming will be transmitted via Grantee's fiber connection from Rome City Hall to Grantee's facility for the transmission of such programming on a PEG access channel pursuant to Section 5.2. Grantor may use PEG access channels required under Section 5.2 to cablecast this programming.

In the event Grantor does not install the above described system within three (3) years from the date that this agreement becomes effective, Grantee will no longer be obligated to provide said funding.

SECTION 4. TECHNICAL STANDARDS

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

SECTION 5. EAS AND PEG

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

SECTION 6. CONSTRUCTION PROVISIONS

- 6.1 Construction Standards.
- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.
 - B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.

- C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
- D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
- F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of 78 channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

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

6.3 Repair of Streets and Property.

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

6.4 Use of Existing Poles.

- A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.

- B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPSC.

6.5 Undergrounding of Cable.

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

6.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.
- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, and local

laws, codes, ordinances and resolutions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

- 6.8 System Abandonment. Grantee may not abandon Cable Service in any portion of the Franchise Area without the written consent of Grantor.
- 6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS

- 7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.
- 7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.
- 7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, including but not limited to disclosures required under the Freedom of Information Law, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.
- 7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 8. CONSUMER PROTECTION PROVISIONS

- 8.1 **Rate Regulation.** Grantee's rate and charges for Cable Service shall be subject to regulation in accordance with Federal law.
- 8.2 **Customer Service.**
- A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.
 - B. Subject to FCC and NY PSC rules, any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.
 - C. Written complaints from residents of the Grantor concerning cable service or customer service, as well as records of cable service complaints requiring service action, shall be maintained by Grantee for a period of one year. A summary of the complaint records shall be provided to Grantor on request.
 - D. The Grantee shall be subject to the provisions of federal and state law regarding limitations on the Grantee's collection and use of personally identifiable information and the protection of subscriber privacy.

SECTION 9. FRANCHISE FEES

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to **five percent (5%)** Grantee's Gross Revenues as described in Section 2.9.
- B. Payments due the Grantor under this provision shall be computed quarterly. Payments shall be due and payable quarterly not later than 60 days following the end of the quarter. Each payment shall be accompanied by a revenue summary statement of Grantee's Gross Revenues for the preceding quarter, providing sufficient detail to independently verify the accuracy of the payment.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.

- E. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- F. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.
- G. In the event that the franchise fee is not paid to Grantor by the due date specified herein, or an audit reveals that Grantee has failed to pay to Grantor the full franchise fee owed by the due date specified herein, the undisputed unpaid portion of the franchise fee shall be subject to interest at a rate of prime plus 2% per annum, retroactive to the date said fee should have been paid. If the deficiency is discovered by an auditor engaged by Grantor, and said deficiency is greater than ten percent (10%) of the amount owed to Grantor, Grantee will reimburse Grantor for the costs associated with said audit, up to \$10,000 (ten thousand dollars), subject to applicable law.

In the event that a disputed portion of the franchise fee is ultimately found to be due and owing to Grantor, said portion will be subject to the above described interest rate, retroactive to the date said fee should have been paid.

SECTION 10. INDEMNITY AND INSURANCE

10.1 Indemnity

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.
- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:

- (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
- (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
- (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise, insurance with a company licensed to do business in the State of New York, in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$5,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon written request. Grantee shall endeavor to cause its insurance carrier to notify the Grantor thirty (30) days prior to the cancellation of such insurance policy if an equivalent policy will not be substituted.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be

given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.

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

11.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right, upon 60 days prior written notice, to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall, to the extent it is feasible to do so, leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without permanently affecting,

altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

- A. Subject to applicable law, Grantee shall provide at least 120 days' notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.
- B. Grantee shall not transfer or assign this Franchise, nor any rights hereunder, to any other entity without the express written consent of the Grantor, which consent shall not be unreasonably withheld. In the event that the Grantor denies such request, it shall set forth the specific reasons for its decision, in writing, by resolution of the Common Council. However, no such consent shall be required in the event of a transfer or assignment to an entity under common control with Grantee.
- C. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED

13.1 Discriminatory Practices Prohibited.

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

SECTION 14. MISCELLANEOUS PROVISIONS

- 14.1 **Compliance with Laws.** Grantor and Grantee shall conform to all applicable valid, lawfully-enacted state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable, lawfully-enacted Grantor codes, local laws, ordinances, resolutions, rules and regulations heretofore or

hereafter adopted or established pursuant to the Grantor's police powers during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

- 14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.
- 14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.
- 14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.
- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.
- 14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations

hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

- 14.9 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 14.9 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of August 18, 2017.

GRANTOR OF City of Rome, NY

By:  _____

Title: MAYOR _____

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

By:  _____

Title: VP, Local Govt Affairs
Franchising

EXHIBIT A
Service to Public Buildings

1. City of Rome, 198 North Washington St., Rome NY 13440
2. Rome Fire Department, 1004 Laurel St, Rome, NY 13440
3. Rome Police Department, 301 N. James St. Rome, NY 13440
4. Kennedy Arena, 500 W. Embargo St., Rome, NY 13440
5. Rome Fire Department, 158 Black River Blvd N., Rome, NY 13440
6. Lake Delta Fire Department, 8508 Elmer Hill Rd, Rome, NY 13440
7. South Rome Senior Center, 112 Ridge St, Rome, NY 13440
8. Rome Catholic School, 808 Cypress St, Rome, NY 13440
9. St. Peter's Elementary, 400 Floyd Ave, Rome, NY 13440
10. Rome Board of Education, 409 Bell Rd, Rome, NY 13440
11. Ridge Mills Elementary School, 7841 Ridge Mills Rd, Rome, NY 13440
12. Fort Stanwix Elementary School, 110 W Linden St, Rome, NY 13440
13. Denti Elementary School, 1001 Ruby St, Rome, NY 13440
14. Clough Elementary School, 409 Bell Rd, Rome, NY 13440
15. Gansevoort Elementary School, 758 W Liberty St, Rome, NY 13440
16. Bellamy Elementary School, 7118 Brennon Ave, Rome, NY 13440
17. Joy Elementary School, 8194 Bielby Rd, Rome, NY 13440
18. Strough Middle School, 801 Laurel St, Rome, NY 13440
19. Rome Free Academy High School, 95 Dart Cir, Rome, NY 13441

**State of New York
County of Oneida } ss:**

I, Jessica Butera,
being sworn, says she is, and during the time hereinafter mentioned, was Legal
Advertising Representative of the DAILY SENTINEL, a newspaper printed
and published in the County of Oneida, aforesaid; and that the
annexed printed Notice was inserted and published in said Newspaper
once/ commencing

on the 30th day of March, 20 17

to wit: March 30, 2017

30th March, 20 17

Jessica Butera

Sworn to before me this 3rd day of April, 20 17

Wendy J. Bonvicino Notary Public

WENDY J. BONVICINO
Notary Public - State of New York
No. 01BO5087737
Qualified in Oneida County
My Commission Expires Nov. 3, 2017

**LEGAL NOTICE
NOTICE OF PUBLIC
HEARING**

For the approval of a Cable Television Agreement between Time Warner Cable Northeast LLC and the City of Rome.

PLEASE TAKE NOTICE that the City of Rome will hold a Public Hearing on the 12th day of April, 2017 at 6:45 p.m. in the Common Council Chambers, City Hall, Rome, New York regarding granting a cable television franchise agreement by and between the City of Rome and Time Warner Cable Northeast LLC, I/k/a Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the City Clerk's office, Rome, New York. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Jean I. Grande
City Clerk
3/30-16

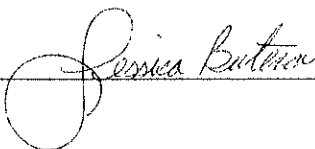
**State of New York } ss:
County of Oneida }**

I, Jessica Butera,
being sworn, says she is, and during the time hereinafter mentioned, was Legal
Advertising Representative of the DAILY SENTINEL, a newspaper printed
and published in the County of Oneida, aforesaid; and that the
annexed printed Notice was inserted and published in said Newspaper
once/ commencing

on the 29th day of July, 20 17

to wit: July 29, 2017

29th July, 20 17



Sworn to before me this 31st day of July, 20 17

 Notary Public

EILEEN M. PIERSON
Notary Public -- State of New York
No. #01PI6360556
Qualified in Oneida County
My Commission Expires June 19, 2021

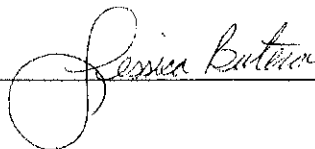
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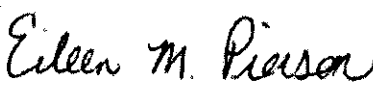
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LEGAL NOTICE

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

The application and all
comments filed relative
thereto are available for
public inspection at the City
of Rome's office during
normal business hours.
Interested parties may file
comments regarding the
renewal with the Public
Service Commission within
10 days of the date of
publication of the notice.
Comments should be
addressed to Hon. Kathleen
Burgess, Secretary, New
York State Public Service
Commission, 3 Empire State
Plaza, Albany, NY 12223.

7/29-1ti

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