



David J. Whalen

Director of Franchising
Northeast Region

September 18, 2014

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

RE: Franchise Renewal – Time Warner Cable, Central New York Division
With the City of Utica

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 February 5, 2014.
3. Fully executed copy of Franchise Renewal Agreement dated February 11, 2014.
4. Copy of latest annual test data compiled for this part of the Division's CATV system (via separate email)
5. Published legal notices
6. Method of Service Form

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

Respectfully,

A handwritten signature in black ink, appearing to read "David J. Whalen".

David J. Whalen
Director of Franchising
Northeast Region

DJW/e
Enclosures

cc: Honorable Patricia Lindsey, City Clerk (w/copy of Encs.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **Time Warner Cable Northeast LLC, d/b/a Time Warner Cable**, for renewal of its Certificate of Confirmation and Cable Television Franchise in the City of Utica, 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 **Time Warner Cable Northeast LLC**.
3. Applicant's telephone number are:

**(607) 644-0025 Time Warner Cable (Binghamton Office, CNY)
120 Plaza Drive
Suite D
Vestal, New York 13850**

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 January 2014:

Village of Barneveld	94
Village of Clinton	1853
Town of Deerfield	1177
Town of Forestport	431
Town of Inlet	511
Town of Litchfield	35
Village of Middleville	214
Village of New Hartford	883
Town of Newport	71
Village of Oriskany Falls	277
Village of Poland	229
Town of Remsen	42
Town of Russia	131
Town of Trenton	648
Town of Webb	1128
Village of Whitesboro	1449
Village of Yorkville	953

Village of Clayville	191
Village of Cold Brook	7
Town of Fairfield	27
Town of Frankfort	589
Town of Kirkland	2459
Town of Marcy	1409
Town of New Hartford	5603
Village of New York Mills	1271
Village of Newport	250
Town of Paris	900
Village of Prospect	87
Village of Remsen	138
Town of Schuyler	901
City of Utica	16677
Town of Westmoreland	582
Town of Whitestown	2568

6. The following signals are regularly carried by the Utica 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 Utica system are: \$82.99.
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:

Village of Barneveld	0.00
Village of Clinton	0.00
Town of Deerfield	0.16
Town of Forestport	1.69
Town of Inlet	0.15
Town of Litchfield	0.00
Village of Middleville	0.00
Village of New Hartford	0.00
Town of Newport	0.00
Village of Oriskany Falls	0.00
Village of Poland	0.00
Town of Remsen	0.00
Town of Russia	0.00
Town of Trenton	0.00
Town of Webb	0.00
Village of Whitesboro	0.00
Village of Yorkville	0.00

Village of Clayville	0.00
Village of Cold Brook	0.00
Town of Fairfield	0.00
Town of Frankfort	0.95
Town of Kirkland	0.12
Town of Marcy	0.27
Town of New Hartford	0.70
Village of New York Mills	0.00
Village of Newport	0.00
Town of Paris	0.00
Village of Prospect	0.00
Village of Remsen	0.00
Town of Schuyler	0.00
City of Utica	0.00
Town of Westmoreland	0.00
Town of Whitestown	0.00

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

12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.

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

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

Dated: September 18, 2014



By:

David J. Whalen
Director of Franchising
Time Warner Cable Northeast LLC

DJW/e

**CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

City of Utica

THIS AGREEMENT, executed this 11th day of February, 2014, by and between the **CITY OF UTICA** (hereafter referred to as the Municipality) by the Mayor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Board) and **TIME WARNER CABLE NORTHEAST LLC**, a Delaware limited liability company, organized and existing under the laws of the State of Delaware, the local place of business of which is located at 120 Plaza Drive, Suite D, Vestal, NY 13850, hereinafter referred to as "Time Warner Cable."

WITNESSETH

WHEREAS, Pursuant to the City of Utica Law the Board has the exclusive power on behalf of the City of Utica to grant franchises providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give the consent of the City of Utica to any franchisee for or relating to the occupation of the Streets; and

WHEREAS, Pursuant to the Communications Act of 1934, as amended, (the "Communications Act") the Board has the authority to grant cable television franchises and renewals thereof on behalf of the City of Utica and whereas the Board and Time Warner Cable pursuant to said Federal Law and pursuant to applicable State laws and the regulations promulgated thereunder, have complied with the franchise procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

WHEREAS, The City of Utica has conducted negotiations with Time Warner Cable and has conducted one or more public hearings on Time Warner Cable's franchise renewal proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of Time Warner Cable's technical ability, financial condition and character; said public hearing also included consideration and approval of Time Warner Cable's plans for constructing and operating the cable television system; and

WHEREAS, Following such public hearings and such further opportunity for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Board decided to renew Time Warner Cable's franchise as provided hereinafter; and

WHEREAS, The Board, in granting this franchise renewal, embodied in the agreement the results of its review and any negotiations with Time Warner Cable and has determined that said franchise agreement and Time Warner Cable respectively, fulfills and will fulfill the needs of the City of Utica with respect to cable television service and complies with the standards and requirements of the New York State Public Service Commission ("NYSPPSC");

NOW, THEREFORE, In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

SECTION 1 - DEFINED TERMS

Unless the context clearly indicates that a different meaning is intended:

- (a) "Basic Service" means any service tier which includes the retransmission of local broadcast signals.
- (b) "Board" means the Board of Trustees of the City of Utica.
- (c) "Cable Television Service" means
 - (1) The one way transmission to Subscribers of Video Programming, or other programming service, and
 - (2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming, or other programming service.
- (d) "Cable Television System" means a facility, consisting of a set of closed transmission including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that provides Cable Television Service to multiple subscribers within a community.
- (e) "Time Warner Cable" means Time Warner Cable Northeast LLC.
- (f) "Effective Date" of this agreement shall be the date of approval by the municipality.
- (g) "Franchise" means the grant or authority given hereunder to Time Warner Cable to construct and operate a Cable Television System in the City of Utica in accordance with the terms hereof.
- (h) "FCC" means the Federal Communications Commission, its designees and any successor hereto.
- (i) "Gross Revenues" means all revenue derived from the operation of the cable system to provide cable service. Gross Revenues shall be computed in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall not include (1) bad debt; (2) excise taxes; (3) sales taxes; or any other taxes or fees, which are imposed on subscriber by any governmental unit and collected by the Grantee for such governmental unit.
- (j) "May" is permissive.

- (k) "Municipality" means the City of Utica. Wherever the context shall permit, Board, Council and City of Utica shall be used interchangeably and shall have the same meaning under this Franchise.
- (l) "NYSPSC" means New York State Public Service Commission.
- (m) "Person" means an individual, partnership, association, corporation, joint stock company trust, corporation, or organization of any kind.
- (n) "Service Tier" means a category of Cable Television Service provided by Time Warner Cable over the Cable Television System for which a separate rate is charged for such category by Time Warner Cable.
- (o) "Shall" or "will" are mandatory.
- (p) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and waters within or belonging to the City of Utica.
- (q) "Subscriber" means any person lawfully receiving any Cable Television Service in the City of Utica provided over the Cable Television System.
- (r) "Video Programming" means any and all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 - CONSENT TO FRANCHISE AND CONDITION PRECEDENT

- (a) The City of Utica hereby grants to Time Warner Cable the non-exclusive right to construct, erect, operate and maintain a Cable Television System and to provide Cable Television Service within the City of Utica as it now exists and may hereafter be changed, and in so doing to use the Streets of the City of Utica by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across any and all said Streets such facilities (e.g., poles, wires, cables, conductors, ducts, conduits, vaults, pedestals, manholes, amplifiers, appliances, attachments and other property) as is deemed necessary or useful by Time Warner Cable, for the operation of its cable system. Additionally, the City of Utica, insofar as it may have the authority to so grant, hereby authorizes Time Warner Cable to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes of erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across such easements such facilities of the Cable Television System as is deemed necessary or useful by Time Warner Cable, for the operation of its cable system. Upon request by Time Warner Cable and at Time Warner Cable's sole expense, the City of Utica hereby agrees to assist Time Warner Cable in gaining access to and using such easements.
- (b) Nothing in this Franchise shall limit the right of Time Warner Cable to transmit any kind of signal, frequency, or provide any type of service now in existence or which may come into existence and which is capable of being lawfully transmitted and distributed by those facilities owned and operated by Time Warner Cable. The provision by Time Warner Cable of any service other than cable service shall be subject to all applicable laws and regulations and to any right the City of Utica may have to require fair and reasonable compensation for Time Warner Cable's use of the rights-of-way to provide such service, provided that such requirement is non-discriminatory and competitively neutral.
- (c) Without waiver or restriction of the rights available to the parties hereto under applicable law, this Franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to Cable Television Service.
- (d) In the event the City of Utica grants to any other Person (being referred to as "Grantee" 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 City of Utica shall insert the following language 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:

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

As used immediately above in the above quoted paragraph, the term “Time Warner Cable” shall mean Time Warner Cable Northeast LLC, as defined in this Franchise, and its successors, assigns and transferees.

- (c) This Franchise is non-exclusive. Any grant of a subsequent franchise shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder. No municipality may award or renew a franchise for cable television service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.

As used in this Section, the phrase, “occupancy or use of Streets,” or any similar phrase, shall not be limited to the physical occupancy or use thereof but shall include any use above or below the Streets by any technology including but not limited to infrared transmissions.

SECTION 3 - APPROVAL OF COMPANY BY CITY OF UTICA

- (a) This Franchise is subject to and complies with all applicable Federal and State laws and regulations, including, without limitation, the rules of the NYSPSC concerning franchise standards. The City of Utica hereby acknowledges and agrees that this Franchise has been entered into by it in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521 et seq. (hereinafter referred to as the “Communications Act”). The City of Utica hereby represents and warrants that this Franchise has been duly entered into in accordance with all applicable local laws. The City of Utica hereby acknowledges that it, by duly authorized members thereof, has met with Time Warner Cable for the purposes of evaluating Time Warner Cable and negotiating and consummating this Franchise.
- (b) In a full and public proceeding, affording due process, the City of Utica has considered and approved Time Warner Cable’s technical ability and character and has considered and found adequate Time Warner Cable’s plans for constructing and operating the cable system.

SECTION 4 - FRANCHISE TERM

- (a) The term of this Franchise shall be ten (10) years.
- (b) Notwithstanding any other provision in this Franchise: In the event of any change to local, state or federal law occurring during the term of this Franchise eliminates the requirement for any persons desiring to construct, operate or maintain a cable system in the City to obtain a franchise from the City for the construction, operation or maintenance of a cable system, then, at the Grantee's sole option, Grantee shall have the right immediately to terminate this Franchise. If Grantee chooses to terminate this Franchise pursuant to the 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.
- (c) Furthermore, in the event any change to local, 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 City in a way that reduces the regulatory or economic burdens for such persons, then, at Grantee's sole option, Grantee shall have the right immediately to amend this Franchise to take advantage of such regime change to similarly reduce the regulatory or economic burdens on Grantee.
- (d) It is the intent of this section, at the Grantee's election, Grantee shall be subject to no more burdensome regulation under this Franchise than any other persons that might construct, operate or maintain a cable system in the City. The City agrees to amend this Franchise if the City grants a franchise to provide cable service to another operator which overall provides greater benefits or imposes lesser burdens than this franchise overall. All amendments to this agreement must have New York State Public Service Commission (PSC) approval to the extent required by applicable law.

SECTION 5 - ASSIGNMENT OR TRANSFER OF FRANCHISE

- (a) Time Warner Cable shall not transfer this Franchise to any person, firm, company, corporation or any other entity without the prior written consent of the City of Utica, which consent shall not be unreasonably withheld or denied.
- (b) In the event that the City of Utica refuses to grant such consent, it shall set forth specific reasons for its decision in writing by municipal resolution.
- (c) Notwithstanding the above, this Section 5 shall not be applicable and no prior approval shall be required if Time Warner Cable shall transfer this Franchise to any of its principal partners, to any parent, subsidiary or affiliate of any of the principal partners of Time Warner Cable, or to any other firms or entities controlling, controlled, by or under the same common control as Time Warner Cable.

SECTION 6 – REVOCATION

- (a) The City of Utica may revoke this Franchise and all rights afforded Time Warner Cable hereunder in any of the following events or for any of the following reasons:
- (i) Time Warner Cable fails after sixty (60) days written notice from the City of Utica to substantially comply or to take reasonable steps to comply with a material provision of this Franchise. Notwithstanding the above, should Time Warner Cable comply or take said reasonable steps to comply within said sixty days notice, the City of Utica's right to revoke this Franchise shall immediately be extinguished; or
 - (ii) Time Warner Cable is adjudged a bankrupt; or
 - (iii) Time Warner Cable knowingly and willfully attempts or does practice a material fraud or deceit in its securing of this Franchise.
- (b) Notwithstanding the above, no revocation shall be effective unless and until the City of Utica shall have adopted an ordinance setting forth the cause and reason for the revocation and the effective date thereof, which ordinance shall not be adopted until the expiration of one hundred twenty (120) days from the date of delivery of written notice to Time Warner Cable specifying the reasons for revocation and an opportunity for Time Warner Cable to be fully and fairly heard on the proposed adoption of such proposed ordinance. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the City of Utica only after an administrative hearing providing Time Warner Cable with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence and the right to question witnesses. A transcript shall be made of such hearing. Time Warner Cable shall have the right to appeal any such administrative decision to a state or federal district court as Time Warner Cable may choose and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

SECTION 7 - INDEMNIFICATION & INSURANCE

- (a) Time Warner Cable shall indemnify and hold harmless the City of Utica from all liability, damage and costs or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct of Time Warner Cable its employees or agents undertaken pursuant to this Franchise. The City shall promptly notify Time Warner Cable of any claim for which it seeks indemnification; afford Time Warner Cable the opportunity to fully control the defense of such claim and any compromise, settlement, resolution or other disposition of such claim, including by making available to Time Warner Cable all relevant information under its control.

- (b) Time Warner Cable shall as of the Effective Date of this Franchise obtain liability insurance in the minimum amount set forth within and shall furnish to the City of Utica evidence of such liability insurance policy or policies, in the form of a certificate of insurance naming the City of Utica as an additional named insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise; said policy and replacements shall be in the combined amount of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, Time Warner Cable shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance coverage herein referred to above may be included in one or more policies covering other risks of Time Warner Cable or any of its affiliates, subsidiaries or assigns.

SECTION 8 - USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

- (a) Time Warner Cable hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by Time Warner Cable for Time Warner Cable's lines and other equipment. Notwithstanding the above, where necessary to service Subscribers and where attachment to the pole(s) or conduit space of utilities is not economically reasonable or otherwise feasible, Time Warner Cable may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the City of Utica pursuant to the issuance by the City of Utica of any necessary authorizations which shall not be unreasonably withheld or delayed.
- (b) Subject to the provisions of sub-paragraph (c) below, in such areas of the City of Utica where it or any sub-division thereof shall hereafter duly require that all utility lines be installed underground, Time Warner Cable shall install its lines underground in accordance with such requirement.
- (c) Notwithstanding the foregoing, if Time Warner Cable shall in any instance be unable to install or locate its wires underground, then the City of Utica, on being apprised of the facts thereof, shall permit such wires to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the City of Utica may reasonably require.

SECTION 9 - RELOCATION OF PROPERTY

- (a) Whenever the City of Utica shall require the relocation or reinstallation of any property of Time Warner Cable in or on any of the Streets of the City of Utica as a result of the relocation or other improvements by the City of Utica of any such Streets, it shall be the obligation of Time Warner Cable on written notice of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the City of Utica. In the event any other person, including a public utility, is compensated for similar relocation or reinstallation then in such case Time Warner Cable shall be similarly compensated.
- (b) Time Warner Cable shall, on request of a person holding a building or moving permit issued by the City of Utica, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, and/or the raising or lowering of wires or other property shall be paid in advance to Time Warner Cable by the person requesting the same. Time Warner Cable shall be given in such cases not less than five (5) working days prior written notice in order to arrange for the changes required.

SECTION 10 - USE & INSTALLATION

- (a) Time Warner Cable or any person authorized by Time Warner Cable to erect, construct or maintain any of the property of Time Warner Cable used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of Time Warner Cable in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television System equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed and replaced.
- (b) Time Warner Cable agrees to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on any Street of the City of Utica. Time Warner Cable shall construct and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner. Time Warner Cable shall promptly repair or replace any municipal property damaged or destroyed by Time Warner Cable so as to restore it to serviceable condition.

- (c) Whenever Time Warner Cable or any person on its behalf shall cause any injury or damage to public property or Street, by or because of the installation, maintenance or operation of the Cable Television System equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to Time Warner Cable from the City of Utica or after Time Warner Cable becomes aware of the same, in such fashion so as to restore the property or Street to substantially the same serviceable condition. Time Warner Cable is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property, (i.e., in the public way) in the City of Utica to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cable and other equipment of Franchisee's Cable Television System.

SECTION 11 - CONTINUOUS SERVICE

Time Warner Cable shall continue to provide cable service to all subscribers who meet their obligations to Time Warner Cable with respect to such service. Time Warner Cable shall not, without the written consent of the City of Utica and the Public Service Commission, abandon its cable television system or any portion thereof.

SECTION 12 - FRANCHISE AREA AND LINE EXTENSION

Time Warner Cable shall comply with the requirements for construction of cable television plant and provision of cable television services as set forth in Section 895.5 of the Rules of the NYSPSC.

SECTION 13 - OPERATION AND MAINTENANCE

- (a) Time Warner Cable shall contract and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner.

- (b) Time Warner Cable shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 896 of the Rules and Regulations of the NYSPSC and the technical requirements set forth by the FCC. Time Warner Cable shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. Time Warner Cable shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. Time Warner Cable shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling and switching equipment, shall be acted upon promptly after notification. Time Warner Cable shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The City of Utica shall have the right and authority to request an inspection or test performed, all at the City of Utica's expense. Time Warner Cable shall fully cooperate in the performance of such testing.

- (c) Throughout the term of this Franchise, Franchisee's Cable Television System shall have a minimum channel capacity of seventy-eight (78) channels.

SECTION 14 – RATES

Time Warner Cable shall not illegally discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers. The rates and charges imposed by the franchisee for cable television service shall be subject to regulation in accordance with federal law.

SECTION 15 - SERVICE TO PUBLIC FACILITIES, ACCOUNTABILITY PROVISIONS AND INSPECTION OF RECORDS

- (a) City of Utica, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of Time Warner Cable which are pertinent to Time Warner Cable's compliance with the terms and conditions of this Franchise.

- (b) City of Utica and Time Warner Cable agree that Time Warner Cable's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.

- (c) City of Utica will maintain the confidentiality of any information obtained pursuant to this provision to the extent permitted by law, provided Time Warner Cable has advised City of Utica of the confidential nature of the information. In the event that the City of Utica receives request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the City of Utica will give Time Warner Cable notice of such request as soon as possible prior to disclosure in order to allow Time Warner Cable to take such steps as it may deem appropriate to seek judicial or other remedies to protect the confidentiality of such information.

SECTION 16 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

- (a) Time Warner Cable shall comply with the standards for public, educational and governmental (PEG) access as set forth in Section 895.4 of the Rules of the NYSPSC. PEG channels shall be shared with other communities served by the system.
- (b) Time Warner Cable shall install transmission facilities and the equipment set forth on the list attached as Exhibit A to permit the insertion of programming signals from Utica City Hall on the channel designated for governmental access programming.

SECTION 17 - ADDITIONAL SUBSCRIBER SERVICES

- (a) Payment for equipment provided by Time Warner Cable to subscribers and the installation, repairs, and removal thereof shall be paid in accordance with Time Warner Cable's standard and customary practices and applicable rules and regulations of the FCC.
- (b) Notice of Time Warner Cable's procedures for reporting and resolving billing disputes and Time Warner Cable's policy and the subscribers rights in regard to "personally identifiable information." as that term is defined in Section 631 of the Communications Act, will be given to each subscriber at the time of such person's initial subscription to the Cable Television System services and thereafter to all subscribers as required by Federal or State law.
- (c) Time Warner Cable shall offer to, and shall notify in writing, the subscribers of the availability of locking program control devices which enable the subscriber to limit reception of obscene or indecent programming in the subscriber's residence.
- (d) In accordance with the applicable requirements of Federal and State laws, Time Warner Cable shall provide written notice of any increases in rates or charges for any Cable Television Service.

- (e) The Administrator, as the case may be, for the City of Utica for this Franchise shall be the Mayor of the City of Utica. The Administrator is responsible for the continuing administration of the Franchise on behalf of the City of Utica. All correspondence and communications between Time Warner Cable and the City of Utica pursuant to this Franchise shall be addressed by Time Warner Cable to the Administrator.
- (f) It is agreed that all Cable Television Service offered to any subscribers under this Franchise shall be conditioned upon Time Warner Cable having legal access to any such subscriber's dwelling units or other units wherein such service is provided.
- (g) Time Warner Cable shall comply with the Customer Service Consumer Protection Standards set forth in Parts 890 and 896 of the Rules and Regulations of the NYSPSC.
- (h) At least once each year, Time Warner Cable shall provide notice to each subscriber of its procedures for reporting and resolving subscriber complaints.
- (i) Time Warner will provide one (1) outlet of basic and standard cable service, at no charge, to any building owned by the City of Utica, or to any building used as a public primary or secondary school or public library, provided any such building is located within 200 feet of existing cable and can be served by a standard service installation.

SECTION 18 - FRANCHISE FEES

- (a) Time Warner Cable shall pay the City of Utica an amount equal to 5% of Time Warner Cable's Gross Revenues.
- (b) There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on Time Warner Cable or any subscribers, or both, which are discriminatory against Time Warner Cable or any subscribers, (ii) any non-capital expenses incurred by Time Warner Cable in support of the PEG access requirements of this Franchise and (iii) any fees or assessments payable to the NYSPSC which when combined with all other fees and credits would exceed 5% of gross revenues. Time Warner Cable shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.
- (c) Payment of the franchise fee shall be due quarterly within sixty (60) days of the end of the company's quarter. Time Warner Cable shall submit to the City of Utica, along with the payment of said fees, a report showing reasonable detail the basis for the computation thereof.

**SECTION 19 - SEVERABILITY, GOVERNING LAW, POLICE POWERS
REQUESTS FOR AUTHORIZATION AND NON-DISCRIMINATION**

- (a) Should any provision of this Franchise be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this franchise shall remain in full force and effect.
- (b) To the extent not inconsistent with or contrary to applicable federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable Federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable Federal laws. Any modification of the agreement pursuant to this Section would constitute an amendment of the franchise subject to Section 222 of the PSC law and Subpart 892-1.
- (c) In addition to the provisions contained in this Franchise and in existing applicable ordinances, the City of Utica may adopt such additional regulations as it shall find necessary in the exercise of its police power, provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.
- (d) Time Warner Cable shall file requests for any necessary operating authorization with the NYSPSC and the FCC within sixty (60) days from the date the Franchise is awarded by the City of Utica.
- (e) Time Warner Cable will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.
- (f) Access to cable service will not be denied to any group or potential residential subscribers because of the income of the residents of the local area in which such group resides.
- (g) The terms of the franchise are subject to the approval of the Public Service Commission (PSC).
- (h) Per Section 895.1(t), any valid reporting requirements contained in the franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 20 – NOTICE

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when sent by express mail, or overnight, or hand delivered to the parties and locations as specified below. Both Time Warner Cable and City of Utica may change where notice is to be given by giving notice to the other.

When notices sent to Time Warner Cable:

Time Warner Cable
Attention: Director of Franchising
120 Plaza Drive, Suite D
Vestal, New York 13850
Telephone: 607-584-0612

When notices sent to the City of Utica:

City of Utica
Attention: Mayor
City Hall
1 Kennedy Plaza
Utica, New York 13502
Telephone: (315) 792-0100
Facsimile: (315) 734-9250

With a copy to:

Time Warner Cable
Attn: Law Department/Regulatory
60 Columbus Circle
New York, NY 10023

SECTION 21 - FORCE MAJEURE

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Time Warner Cable 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 strike, 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, 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 Time Warner Cable. Time Warner Cable shall not be deemed to be in violation or default during the continuance of such inability and Time Warner Cable shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of Time Warner Cable's 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 thereafter as shall have been necessitated by any such events or conditions.

SECTION 22 - RIGHTS OF ENFORCEMENT

Nothing contained in this Franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Franchise.

SECTION 23 - FURTHER ASSURANCES

The City of Utica shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Time Warner Cable may reasonably request in order to effect and confirm this Franchise and the rights and obligations contemplated herein.

SECTION 24 - INTEGRATION

This Franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Franchise may be amended (except as otherwise expressly provided for herein) only by agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by State law, amendments hereto shall be confirmed or approved by the NYSpsc.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one (1) original.

The headings of the various Sections of this Franchise are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Franchise.

The rights and remedies of the parties pursuant to this Franchise are cumulative and shall be in addition to and not in derogation of any rights or remedies which the parties may have with respect to the subject matter of this Franchise.

SECTION 25 - NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or to the public in any manner which would indicate any such relationship with the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 11th day of February, 2014. (SMD)

TIME WARNER CABLE NORTHEAST LLC

By: _____

Title: SUP & CFO, Residential Services

CITY OF UTICA

By: _____

Title: MAYOR

EXHIBIT A

1 – Equipment rack, cables, screws and 4 shelves

1 - **LEIGHTRONIX MINI-T programmable switcher**

5 - Sony DVD playback units with **LEIGHTRONIX controllers**

1 - Sony VHS playback unit with **LEIGHTRONIX controller**

1 - Stand alone DVD burner for duplication of Tapes or other material for on air playback

1 - electronic bulletin board system with Analog output adapter

1 – Digital recorder and playback unit for on air insertion

All assorted cables for connectivity

1 – Video camera for live connectivity to **LEIGHTRONIX MINI-T**

Complete installation of equipment on site at Utica City Hall

and training of staff on usage.

Resolution 1. Sponsored by: Councilman Marino

February 5, 2014

STATE OF NEW YORK
City of Utica
County of Oneida

In the Matter of the Renewal of the Cable Television Franchise Held by TIME WARNER CABLE NORTHEAST LLC in the City of Utica, Oneida County, New York

RESOLUTION

An application has been duly made to the Board of the City of Utica, County of Oneida, New York, by TIME WARNER CABLE NORTHEAST LLC ("Time Warner"), a partnership organized under the laws of the State of New York doing business at 6005 Fair Lakes Road, East Syracuse, NY 13057, and holder of a cable television franchise in the City of Utica for the approval of an agreement to renew Time Warner's cable television franchise for an additional ten (10) years commencing February 5, 2014. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the City of Utica, New York on February 5, 2014 at 7:00 P.M. and notice of the hearing was published in the Observer Dispatch, January 7, 2014 and on January 14, 2014.

NOW, THEREFORE, the Board of the City of Utica finds that:

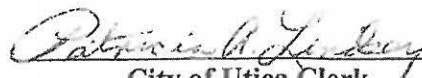
1. Time Warner has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. The quality of the Time Warner service, including signal quality, response to customer complaints and billing practices has been in light of community needs; and
3. Time Warner has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
4. Time Warner can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the City of Utica hereby renews the cable television franchise of Time Warner in the City of Utica for ten (10) years commencing February 5, 2014 and expiring February 5, 2024.

BE IT FURTHER RESOLVED that the Board of the City of Utica hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on October 1, 1998.

The foregoing having received a 8-1 vote was thereby declared adopted.

Dated: February 5, 2014.


City of Utica Clerk

STATE OF NEW YORK)

)ss

County of Oneida)

Patricia Zehr

of the City of Utica, in said

county, being duly sworn, says she is the Principal Clerk of the Utica Observer-Dispatch the Publishers of (Observer-Dispatch), a daily newspaper printed and published in the city of Utica, County and State aforesaid, and that an advertisement of which the attached is a copy, cut from the columns of said paper has been regularly published in said paper on each of the following dates:

2/18, 2/25/14

Patricia Zehr

Sworn to before me this

25 day of Feb. 2014

Michele M. Howgate

NOTARY PUBLIC ONEIDA CO., N.Y.

LEGAL NOTICE FOR APPLICATION OF FRANCHISE RENEWAL

PLEASE TAKE NOTICE that the Time Warner Cable Northeast LLC, d/b/a Time Warner Cable has filed an application for renewal of its Cable Television Franchise in the City of Utica, Oneida County, New York.

The application and all comments filed relative thereto are available for public inspection at the City of Utica'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. Jeffrey Cohen, Acting Secretary, New York State Public Service Commission, 3 Empire State Plaza, Albany, NY 12223. OD: 2/18, 2/25/2014

Michele M. Howgate
Notary Public, State of New York
Qualified in Herkimer Co.
Reg. No. 01H06161711
My Comm. Exp. 02/26/2015