



Agenda Date: 2/22/17  
Agenda Item: IIIA

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
**44 South Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314**  
**Post Office Box 350**  
**Trenton, New Jersey 08625-0350**  
**www.nj.gov/bpu/**

**OFFICE OF CABLE TELEVISION & TELECOMMUNICATIONS**

IN THE MATTER OF THE PETITION OF TIME	)	ORDER APPROVING INITIAL
WARNER CABLE NEW YORK CITY, LLC, D/B/A	)	DECISION/SETTLEMENT AND
TIME WARNER CABLE, FOR A RENEWAL	)	RENEWAL CERTIFICATE OF
CERTIFICATE OF APPROVAL TO CONTINUE	)	APPROVAL
TO CONSTRUCT, OPERATE AND MAINTAIN A	)	
CABLE TELEVISION SYSTEM IN AND FOR THE	)	
CITY OF ENGLEWOOD, COUNTY OF BERGEN,	)	BPU DOCKET NO. CE14101143
STATE OF NEW JERSEY	)	OAL DOCKET NO. CTV 01079-2016N

**Dennis C. Linken, Esq., Scarinci & Hollenbeck, LLC, for the Petitioner**  
**William J. Bailey, Huntington Bailey, L.L.P., for the City of Englewood**

On July 7, 1977, the Board of Public Utilities ("Board") granted Vision Cable Television ("Vision") a Certificate of Approval in Docket No. 768C-6267 for the construction, operation and maintenance of a cable television system in the City of Englewood ("City"). On June 29, 1987, the Board granted Vision a Renewal Certificate of Approval for the City in Docket No. CE86101160. Through a series of transfers with required Board approvals, the current holder of the Certificate is Time Warner Cable New York City, LLC d/b/a Time Warner Cable ("Petitioner"). Subsequent to filing of the petition, the Board issued an Order Approving Stipulation of Settlement dated March 31, 2016, wherein Charter Communications, Inc. acquired control of the Petitioner, in Docket No. CM15070770. Charter Communications, Inc. is responsible for all undertakings set forth herein. Although the Petitioner's above referenced Certificate expired on July 7, 2002, it is authorized to continue to provide cable television service to the City pursuant to N.J.S.A. 48:5A-25, pending disposition of proceedings regarding the renewal of its Certificate of Approval.

The Petitioner filed an application for the renewal of its municipal consent with the City on October 25, 2001, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-13.1 et seq. The City took no action to hold a public hearing or adopt an ordinance granting renewal municipal consent.

On October 9, 2014, pursuant to N.J.S.A. 48:5A-17(d), the Petitioner filed with the Board seeking a Renewal Certificate of Approval, alleging that the City's actions in not renewing municipal consent to the Petitioner were arbitrary and capricious. The City filed an answer to the petition on October 30, 2014. A pre-transmittal settlement conference was not held.

On January 13, 2016, the Board transmitted the case to the Office of Administrative Law ("OAL") for hearing as a contested case, pursuant to N.J.S.A. 52:14B-1 et seq. and N.J.S.A. 52:14F-1 et seq. The Board received a notice of filing from the OAL dated January 20, 2016. The case was assigned to Administrative Law Judge ("ALJ") Michael Antoniewicz. A prehearing conference was held on February 24, 2016, at which time the City and the Petitioner notified ALJ Antoniewicz that they had reached a settlement which disposed of the matters in contention. Subsequently on November 29, 2016, the Parties entered into and signed a Stipulation of Settlement which was submitted to ALJ Antoniewicz (Appendix "II"). Pursuant to the terms of the Stipulation of Settlement, the Parties stipulated and agreed that the City would consent to the continued construction, operation and maintenance of Petitioner's cable television system in the City for ten years, measured from the date of the Renewal Certificate of Approval as issued by the Board herein. The Stipulation of Settlement further set forth the requisite terms and conditions for renewal of a Certificate of Approval.

By Initial Decision dated December 6, 2016, and submitted to the Board on December 7, 2016, ALJ Antoniewicz found that the Stipulation of Settlement was voluntary and that its terms fully disposed of all issues in controversy to satisfy N.J.A.C. 1:1-19.1 requirements. Accordingly, the ALJ ordered that the parties comply with the settlement terms and that the proceedings be concluded. Pursuant to N.J.S.A. 52:14B-10(c), the Board issued an order on December 12, 2016, extending its time to issue a final agency decision.

After review of the Initial Decision and the Stipulation of Settlement, the Board **HEREBY FINDS** that, by the terms of the Stipulation of Settlement, the parties have resolved all outstanding contested issues in this matter. Therefore, the Board **HEREBY ADOPTS** the Initial Decision and Settlement in its entirety. The terms of the Initial Decision, the settlement, the application, and the amended application for renewal municipal consent are incorporated into this Renewal Certificate of Approval record as if fully set forth herein.

The Board has reviewed the application and amended application for municipal consent, the petition for a Renewal Certificate of Approval and any amendments thereto and the stipulation of settlement. Based upon this review and the recommendation of the Office of Cable Television, the Board **HEREBY FINDS** the following:

1. The Petitioner possesses the requisite legal, character, financial and technical qualifications for the awarding of a Renewal Certificate of Approval.
2. The design and technical specifications of the system shall ensure that the Petitioner provides safe, adequate and proper service.
3. The Petitioner has represented that all previously required construction within the franchise territory is complete.
4. The franchise period as stated in the ordinance is ten years from the date of issuance of this Certificate. The Board finds this duration to be reasonable.
5. The Petitioner's rates shall be regulated and tariffs shall be filed for all services in accordance with the rules and regulations of the Federal Communications Commission, the Board and the Office of Cable Television. The Petitioner shall maintain an informational schedule of prices, terms and conditions for unregulated service and promptly file any revisions thereto.

6. Pursuant to statutory requirements, the stipulation specifies that the City Administrator shall designate a complaint officer to receive and act on complaints by subscribers. All complaints shall be received and processed in accordance with the applicable rules.
7. The Petitioner shall maintain a local business office or agent for the purpose of receiving, investigating and resolving complaints. The current local office is located at 200 Roosevelt Place, Palisades Park, New Jersey.
8. The franchise fee to be paid to the City is specified to be 2% of the Petitioner's gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception service in the City, and shall be increased as required by N.J.S.A. 48:5A-30. Additional regulatory fees shall be paid to the State in an amount not to exceed 2% of Petitioner's gross operating revenues derived from intrastate operations. The Board finds these fees to be reasonable.
9. The Petitioner shall proffer service along any public right-of-way to any person's residence or business in the City at no cost beyond charges for standard and non-standard installation on file with the Office of Cable Television. For any future construction within the City, the Petitioner shall use the line extension policy attached to this Certificate as Appendix "I" with a homes per mile figure of 25.
10. The Petitioner shall provide public, educational and governmental ("PEG") access channels and facilities in accordance with its renewal application. Specifically, the Petitioner shall provide access time for non-commercial PEG access entities on a PEG access channel. Public access is administered by the Petitioner, and programming may be produced at the Petitioner's studio which is located in the Borough of Palisades Park or may be produced outside for cablecast. The Petitioner provides one PEG channel that is shared with other municipalities in the Petitioner's system.

Based upon these findings, the Board **HEREBY CONCLUDES**, pursuant to N.J.S.A. 48:5A-17(d) and 28(c), that the Petitioner does not need the municipal consent necessary to support its petition, and that the settlement agreement signed by the parties contains all provisions necessary for the continued operation within the municipality and with the requirements of N.J.S.A. 48:5A-1 et seq., that the Petitioner has complied or is ready, willing and able to comply with all applicable rules and regulations imposed by or pursuant to State or federal law as preconditions for engaging in the proposed cable television operations, that the Petitioner has sufficient financial and technical capacity, meets the legal, character and other qualifications necessary to construct, maintain and operate the necessary installations, lines and equipment, and is capable of providing the proposed service in a safe, adequate and proper manner.

Therefore, the Petitioner is **HEREBY ISSUED** this Renewal Certificate of Approval as evidence of Petitioner's authority to construct and operate a cable television system within the entirety of the City.

This Renewal Certificate is subject to all applicable State and federal laws, the rules and regulations of the Office of Cable Television, and any such lawful terms, conditions and

limitations as currently exist or may hereafter be attached to the exercise of the privileges granted herein. The Petitioner shall adhere to the standards set forth by the Federal Communications Commission's rules and regulations, 47 C.F.R. §76.1 et seq., including but not limited to, the technical standards of 47 C.F.R. §76.601 through §76.630. Any modifications to the provisions thereof shall be incorporated into this Certificate.

Failure to comply with all applicable laws, rules, regulations and orders of the Board or Office of Cable Television and/or the terms, conditions and limitations set forth herein may constitute sufficient grounds for the suspension or revocation of this Certificate.

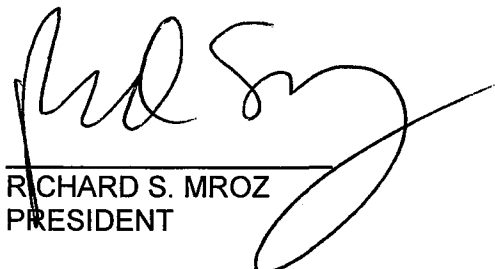
This Renewal Certificate is issued on the representation that the statements contained in the Petitioner's applications are true, and the undertakings therein contained shall be adhered to and enforceable unless specific waiver is granted by the Office of Cable Television pursuant to the authority contained in N.J.S.A. 48:5A-1 et seq.

This Certificate shall expire on March 4, 2027.

This Order shall be effective on March 4, 2017.

DATED: 2/22/17

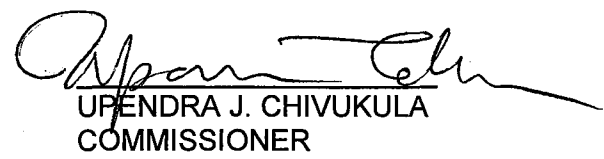
BOARD OF PUBLIC UTILITIES  
BY:

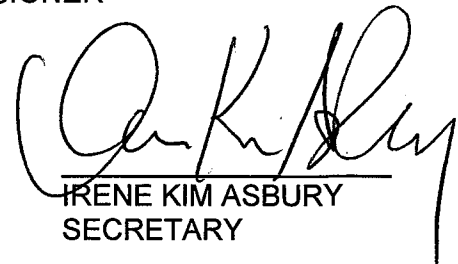
  
RICHARD S. MROZ  
PRESIDENT

  
JOSEPH L. FIORDALISO  
COMMISSIONER

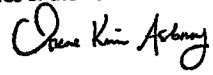
  
MARY-ANNA HOLDEN  
COMMISSIONER

  
DIANNE SOLOMON  
COMMISSIONER

  
UPENDRA J. CHIVUKULA  
COMMISSIONER

ATTEST:   
IRENE KIM ASBURY  
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities



**APPENDIX "I"**

**LINE EXTENSION POLICY**

**TIME WARNER CABLE NEW YORK CITY LLC  
CITY OF ENGLEWOOD**

Time Warner Cable ("TWC") shall be required to absorb the cost of extensions to the system in the same proportion that the extension is to the remainder of the system, as detailed hereinbelow. Actual subscribers served by the extension are required to absorb the remainder of the cost, as also detailed hereinbelow.

If new subscribers are added within two years to the area served by an extension, the cost shall be adjusted by recomputing step 5 below and those who previously paid a portion of the cost of the extension shall receive an appropriate rebate (provided, however, that no such rebate shall exceed the subscriber's contribution).

The following will be utilized to determine the respective costs to be borne by TWC and potential subscribers in connection with a proposed extension of plant:

A. If the average density of homes per mile ("HPM") (measured within 150 feet of the existing public right-of-way, if the area is to be served aerially, or 100 feet if the area is to be served underground) to be passed by the proposed extension is 25 or more, TWC will build the extension at its full cost.

B. If the average density HPM is less than 25, the cost of the extension will be shared in accordance with the following formula:

- |  |   |   |
|--|---|---|
| 1. <u># of homes in extension</u><br>mileage of extension  | = | homes per mile (HPM) of<br>extension  |
| 2. <u>HPM of extension</u><br>Minimum HPM that<br>company actually<br>constructs in the<br>system (i.e., 25) | = | ratio of the density of<br>the extension to the<br>minimum density which the<br>company constructs in the<br>system ("A") |
| 3. Total cost of building<br>the extension times "A"   | = | TWC's share of<br>extension cost  |
| 4. Total cost of building<br>extension less TWC's<br>share of extension cost                                 | = | total amount to be<br>recovered from<br>subscribers   |
| 5. Total amount to be<br><u>recovered from subs</u><br>Total subscribers in extension                        | = | each subscriber's share   |

IN THE MATTER OF THE PETITION OF TIME WARNER CABLE NEW YORK CITY, LLC,  
D/B/A TIME WARNER CABLE, FOR A RENEWAL CERTIFICATE OF APPROVAL TO  
CONTINUE TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM  
IN AND FOR THE CITY OF ENGLEWOOD, COUNTY OF BERGEN, STATE OF NEW JERSEY  
BPU DOCKET NO. CE14101143  
OAL DOCKET NO. CTV 01079-2016N

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State of New Jersey  
OFFICE OF ADMINISTRATIVE LAW

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BOARD OF PUBLIC UTILITIES  
MAIL ROOM

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. CTV 01079-16

AGENCY DKT. NO. CE14101143

IN THE MATTER OF TIME WARNER  
CABLE NEW YORK CITY LLC, D/B/A  
TIME WARNER CABLE PETITION FOR  
RENEWAL CERTIFICATE OF APPROVAL  
FOR THE CITY OF ENGLEWOOD.

Dennis C. Linken, Esq., for petitioner Time Warner Cable (Scarinci & Hollenbeck, attorneys)

William J. Bailey, Esq., for respondent City of Englewood

Record Closed: December 5, 2016

Decided: December 6, 2016

BEFORE MICHAEL ANTONIEWICZ, ALJ:

On or about October 15, 2014, petitioner Time Warner Cable New York City LLC d/b/a Time Warner Cable filed a Verified Petition with the Office of Cable Television and Telecommunications, Board of Public Utilities (BPU) for Renewal Certificate of Approval. The BPU transmitted the matter to the Office of Administrative Law, where it was filed on January 14, 2016, for determination as a contested case pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13. A telephone prehearing conference was

CMS  
ARTALE  
GERTSMAN  
AGEE  
VACHIER  
HAWNES

D. LEE-THOMAS  
L. GILBERT  
H. BOND  
CABLE

scheduled on February 24, 2016, at which time the parties advised that the matter was settled. Subsequently, counsel for petitioner submitted the attached Stipulation of Settlement setting forth the terms of agreement.

I have reviewed the record and the settlement terms and **FIND:**

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and, therefore, **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

12/6/16  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
MICHAEL ANTONIEWICZ, ALJ

Date Received at Agency:  
\_\_\_\_\_

Date Mailed to Parties:  
\_\_\_\_\_

jb



**STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES  
OFFICE OF CABLE TELEVISION & TELECOMMUNICATIONS**

IN THE MATTER OF THE PETITION OF )  
TIME WARNER CABLE NEW YORK CITY )  
LLC, d/b/a TIME WARNER CABLE, FOR A )  
RENEWAL CERTIFICATE OF APPROVAL )  
TO CONTINUE TO CONSTRUCT, OPERATE )  
AND MAINTAIN A CABLE TELEVISION )  
SYSTEM IN AND FOR THE CITY OF )  
ENGLEWOOD, COUNTY OF BERGEN, )  
STATE OF NEW JERSEY )

OAL Docket No. CTV 01079-2016 N  
BPU Docket No. CE14101143

2016 OCT 15 10 53 AM

**STIPULATION OF SETTLEMENT**

**APPEARANCES:**

Scarinci & Hollenbeck, LLC, by Dennis C. Linken, Esq., for Time Warner Cable New York City LLC, l/k/a Charter Communications, Inc. ("TWNYC").

Huntington Bailey, L.L.P., by William J. Bailey, Esq., for the City of Englewood.

WHEREAS, on February 15, 1977, the City of Englewood ("City") granted municipal consent to Helicon Cable Company of Bergen County, Inc. ("Helicon") for the construction, operation and maintenance of a cable television system in the City; and

WHEREAS, on July 7, 1977, in Docket No. 774C-6267, the New Jersey Board of Public Utilities ("BPU") issued to Helicon a Certificate of Approval for the construction, operation and maintenance of a cable television system in the City; and

WHEREAS, Vision Cable Television Company, Inc. ("Vision Cable"), which owned 40% of Helicon, acquired the remaining 60% pursuant to an Order of the BPU dated October 20, 1977, in Docket No. 779C-6324; and

WHEREAS, on September 2, 1986, the City adopted Ordinance No. 86-30), granting to Vision Cable the City's renewal of municipal consent for the construction, operation and maintenance of a cable television system in the City; and

WHEREAS, on June 29, 1987, in Docket No. CE86101160, the BPU issued to Vision Cable a Renewal Certificate of Approval (the "RCOA") for the continued construction, operation and maintenance of a cable television system in the City; and

WHEREAS, on March 13, 1995, in Docket No. CM94110531, the BPU authorized the transfer of the cable television system serving the City from Vision Cable to Time Warner Entertainment-Advance/Newhouse Partnership ("TWE-A/N"); and

WHEREAS, in accordance with 47 U.S.C. §546 of the federal Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984 (the "Federal Act"), and N.J.A.C. 14:18-13.1(a)(1), on July 8, 1999, Petitioner provided notice ("Notice") to the City, with a copy to the Office of Cable Television ("OCTV"), within the BPU, advising the City of its request for renewal of its franchise and that the City should commence renewal proceedings in accordance with law; and

WHEREAS, the City did not conduct an ascertainment proceeding with regard to TWE-A/N's renewal request and did not issue an ascertainment report; and

WHEREAS, on January 31, 2001, in Docket No. CM00080556, the BPU authorized the transfer of the cable television system serving the City from TWE-A/N to TWFanch-One Co., d/b/a Time Warner Cable of New York and New Jersey ("TWFanch-One"). Said transaction was part of an internal reorganization and was from one Time Warner Cable controlled entity to another; and

WHEREAS, by its terms, the RCOA expired on July 7, 2002; and

WHEREAS, pursuant to N.J.S.A. 48:5A-25, Time Warner Cable New York City LLC ("TWCNYC"), the current franchise holder, is authorized to continue operation of its cable television system in the City, notwithstanding expiration of the RCOA; and

WHEREAS, on February 6, 2001, TWFanch-One submitted an Application for Renewal of Municipal Consent to the City (the "Municipal Application"), seeking approval of the continued construction, operation and maintenance of its cable system in the City; and

WHEREAS, thereafter there followed communications between the parties with respect to the Municipal Application and the application process under federal and New Jersey law, but the City did not move forward with the application process; and

WHEREAS, in or about July of 2007, the City requested that TWFanch submit an updated Application for Renewal of Municipal Consent; and

WHEREAS, per the City's request, on or about November 29, 2007, TWFanch submitted an updated Application for Renewal of Municipal Consent (the "Updated Application") to the City; and

WHEREAS, following the submission of the Updated Application, the City and TWFanch met to discuss the renewal process but no further action was taken by the City with respect to same; and

WHEREAS, on or about December 31, 2009, pursuant to an Order of Approval dated December 17, 2009, in Docket No. CM09080719, Time Warner Entertainment Company, L.P., d/b/a Time Warner Cable ("TWE"), succeeded to the rights of TWFanch with respect to ownership and

operation of the cable television system serving the City. Said transfer was part of an internal reorganization and was from one Time Warner Cable controlled entity to another; and

WHEREAS, in or about January, 2011, the OCTV advised TWE that the City had requested that TWE submit a further updated Application for Municipal Consent; and

WHEREAS, per the City's request, on or about March 31, 2011, TWE submitted such further updated Application for Renewal of Municipal Consent ("Further Updated Application") to the City; and

WHEREAS, the City did not act on TWE's Further Updated Application; and

WHEREAS, On or about September 30, 2012, pursuant to an Order of Approval dated September 13, 2012, in Docket No. CM12030252, TWCNYC, petitioner herein, succeeded to the rights of TWE with respect to ownership and operation of the System. Said transaction was part of an internal reorganization and was from one Time Warner Cable controlled entity to another; and

WHEREAS, on October 10, 2014, TWCNYC filed a petition before the BPU in Docket No. CE14101143 seeking issuance by the BPU of a Renewal Certificate of Approval for the continued construction, operation and maintenance of a cable television system in the City; and

WHEREAS, on January 14, 2016, this matter was forwarded to the Office of Administrative Law for disposition as a contested case; and

WHEREAS, the matter was assigned to the Honorable Michael Antoniewicz, Administrative Law Judge, for disposition; and

WHEREAS, on May 18, 2016, pursuant to an Order Approving Stipulation of Settlement, dated March 31, 2016, issued by the BPU in Docket Nos. CM15070770 and TM15070772, Charter Communications, Inc. acquired control of TWCNYC; and

WHEREAS, the City and TWCNYC (the "Parties") have engaged in discussions with regard to settlement of the issues in this proceeding; and

WHEREAS, the Parties have reached agreement on the disposition of all issues in this matter;

NOW, THEREFORE, the Parties hereby STIPULATE and AGREE to the following:

1. The City hereby consents to the issuance by the BPU of a Renewal Certificate of Approval granting to TWCNYC approval with respect to the continued construction, operation and maintenance of TWCNYC's cable television system in and for the City for a period of ten (10) years, effective upon and measured from the issuance by the BPU of said Renewal Certificate of Approval.
2. The following terms and conditions shall be applicable to said authorization :
  - a. Construction Requirements:

- i. Restoration: In the event that TWCNYC or its agent shall disturb any pavement, street surfaces, sidewalks, driveways, or other surfaces in the natural topography, TWCNYC shall at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.
  - ii. Relocation: If at any time during the period of the RCOA, the City shall alter or change the grade of any street, alley or other way or place, or vacate same, TWCNYC, upon reasonable notice by the City, and if reasonably necessary to accommodate the purpose of such alteration, change, or vacation, shall remove, relay, and relocate its equipment, subject however to prior approval of the BPU.
  - iii. Temporary Removal of Cables: TWCNYC shall, upon request of the City, at TWCNYC's expense, temporarily raise, lower, or remove its lines in order to facilitate the moving of City buildings or machinery, or other like circumstances, subject to the prior approval of the BPU.
  - iv. Removal or Trimming of Trees: During the exercise of its rights and privileges under the RCOA, TWCNYC shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public places of the City as to prevent the branches of such trees from coming in contact with the wires and cables of TWCNYC. Such trimmings shall be only to the extent necessary to maintain proper clearance for TWCNYC's wires and cables.
  - v. Location of Cables: In areas, if any, where existing utility cables are required to be buried, TWCNYC shall bury its cables.
  - vi. Rearrangement of City facilities: If, at any time during or after construction, the rearranging of any municipal, fire, or police alarm cables, wires, cross-arms, or other equipment, requires relocation or temporary removal of any of TWCNYC's equipment, such relocation, removal, and replacement shall be done by TWCNYC at its own expense, subject however to prior approval of the BPU.
- b. Complaint Officer: The City Administrator shall designate a Complaint Officer to receive and act on complaints by subscribers to cable television reception service provided pursuant to the RCOA. Such Complaint Officer shall receive, process and act upon complaints in the manner and pursuant to the procedures set out in the New Jersey Administrative Code, N.J.A.C. 14:17-6.5.
  - c. Local Office: TWCNYC shall maintain a local business office for the purpose receiving, investigating and resolving all complaints regarding the quality of service, equipment, malfunctions, and similar matters. Such local

business office shall be open during normal business hours, and in any event shall be open at least during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday.


- d. Performance Bond: TWCNYC shall provide to the City a bond to ensure the faithful performance of all undertakings, such bond to be in the amount of \$25,000, and to remain in effect through the period of the RCOA.
  - e. Emergency Uses: TWCNYC shall be required to abide by applicable federal requirements regarding the Emergency Alert System ("EAS"). TWCNYC shall in no way be held liable for any injury suffered by the City or any other person, during an emergency, if for any reason the City is unable to make full use of the EAS as contemplated herein.
  - f. Extension of Service: TWCNYC shall be required to proffer service to any residence, commercial establishment, or industrial establishment located in the City, in accordance with TWCNYC's Line Extension Policy annexed hereto as Attachment A.
  - g. Liability Insurance: TWCNYC shall maintain and keep in full force and effect at its expense, throughout the term of the RCOA, liability insurance insuring TWCNYC and also naming the City as an insured, and insuring against loss by any claim, suit, judgment, execution or demand, in the minimum amount of \$1 million for personal injury or death for any one person, and \$1 million for personal injury or death resulting from any one accident, death, or occurrence, and in the minimum amount of \$1 million for property damage as to any one accident or occurrence, and in addition thereto, TWCNYC shall also maintain an umbrella excess liability policy, providing limits of liability of \$2 million for personal injury or death, and/or property damage for any one occurrence beyond the limits contained in the primary insurance coverage.
3. This Stipulation of Settlement resolves all issues raised by any parties, relating or pertaining in any way to Docket No. CE14101143.
  4. This Stipulation of Settlement has been made exclusively for the purpose of these proceedings and the provisions contained herein, individually or in the aggregate, shall not be used against either of the Parties hereto in any other proceedings before the BPU or in any other forums or jurisdictions, nor shall the contents of this Stipulation of Settlement, individually or in the aggregate, by inference, inclusion, or deletion, in any way be considered or used by any other party as an indication of the position of either party hereto on any issue litigated or to be litigated in other proceedings.
  5. This Stipulation of Settlement contains terms, each of which is interdependent with the others and essential in its own right to this Stipulation of Settlement. Each term is vital to this agreement as a whole, since the Parties expressly and

jointly state that they would not have signed this Stipulation of Settlement had any term been modified in any way.

6. The Parties believe these provisions are fair to all concerned. Consequently, each of the Parties expressly agrees to support the right of the other Party to this Stipulation of Settlement to enforce all terms and provisions set forth herein.

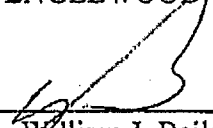
TIME WARNER CABLE NEW YORK CITY LLC,  
By Charter Communications, Inc., its Manager

Dated: 11/29/16

By:   
Dennis C. Linken, Esq.  
Scarinci & Hollenbeck, LLC

CITY OF ENGLEWOOD

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By:   
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ATTACHMENT A

LINE EXTENSION POLICY

TIME WARNER CABLE NEW YORK CITY LLC

CITY OF ENGLEWOOD

Time Warner Cable New York City LLC ("TWC") shall be required to absorb the cost of extensions to the system in the same proportion that the extension is to the remainder of the system, as detailed hereinbelow. Actual subscribers served by the extension are required to absorb the remainder of the cost, as also detailed hereinbelow.

If new subscribers are added within two years to the area served by an extension, the cost shall be adjusted by recomputing step 5 below and those who previously paid a portion of the cost of the extension shall receive an appropriate rebate (provided, however, that no such rebate shall exceed the subscriber's contribution).

The following will be utilized to determine the respective costs to be borne by TWC and potential subscribers in connection with a proposed extension of plant:

A If the average density of homes per mile ("HPM") (measured within 150 feet of the existing public right-of-way, if the area is to be served aerially, or 100 feet if the area is to be served underground) to be passed by the proposed extension is 25 or more, TWC will build the extension at its full cost.

B If the average density HPM is less than 25, the cost of the extension will be shared in accordance with the following formula:

1.  $\frac{\text{\# homes in extension}}{\text{mileage of extension}} = \text{homes per mile (HPM) of extension}$
2.  $\frac{\text{HPM of extension}}{\text{Minimum HPM that company constructs in the system (i.e., 25)}} = \text{ratio of the density of the extension to the minimum density which the company constructs in the system ("A")}$
3.  $\text{Total cost of building the extension times "A"} = \text{TWC's share of extension cost}$
4.  $\text{Total cost of building extension less TWC's share of extension cost} = \text{total amount to be recovered from subscribers}$
5.  $\frac{\text{Total amount to be recovered from subs}}{\text{Total subscribers in extension}} = \text{each subscriber's share}$