



**PUBLIC HEARINGS
CITY OF CHARLESTON
CABLE FRANCHISE AGREEMENT APPLICATIONS
City Council Chambers, City Hall, Charleston, WV**

Wednesday, December 15, 2021

1. 6:00 pm

Application from Community Antenna Services, Inc. d/b/a CAS Cable

2. 6:15 pm

Renewal Request from Cebridge Acquisitions, LLC d/b/a Suddenlink Communications

3. ADJOURN

***Meetings may be recorded**

FORM NO. 1 AND INSTRUCTIONS

APPLICATION OR PROPOSAL FOR GRANT OR RENEWAL OF A CABLE FRANCHISE

A. Introduction

The purpose of this application or proposal ("application") form is to comply with the provisions of the West Virginia Cable Television Systems Act, West Virginia Code §24D-1-1 et seq. (1999), and the Cable Communications Policy Act of 1984 ("Cable Act"). This document contains or refers to information and instructions relating to the preparation and filing of the application; the conditions and provisions regarding the operation and maintenance of the cable communications system; and the procedure to be used in evaluating the application. Appended are forms indicating information which must be provided by the Applicant.

A term used in this document shall have the same meaning as the term is defined in W.Va. Code §24D-1-1 et seq.

Applicant should carefully read the following instructions, since they contain various data and specifications which must be used in the preparation of its application. This document consists of: (1) the General Instructions; (2) the Information Requirements; (3) Applicant's Affidavit; and (4) Forms A, B, C, D, E, F, G, H, and I.

No application or proposal for renewal or grant of a cable franchise may not be accepted by a Franchising Authority unless it follows the required format and provides all information requested herein.

THE FRANCHISING AUTHORITY RESERVES THE RIGHT TO REQUIRE APPLICANT TO SUBMIT TO THE FRANCHISING AUTHORITY FURTHER AND MORE DETAILED INFORMATION THAT IS CALLED FOR BY THESE INSTRUCTIONS, OR THAT MAY BE INCLUDED IN ANY APPLICATION, ABOUT ANY MATTERS CONCERNING WHICH THE FRANCHISING AUTHORITY MAY INQUIRE.

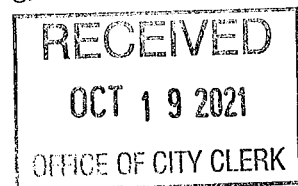
B. Filing of Application

Three (3) copies of Applicant's application, together with all accompanying enclosures, shall be submitted in sealed envelopes or cartons with the caption: "CABLE FRANCHISE APPLICATION" addressed to the appropriate Franchising Authority as determined by the Public Service Commission of West Virginia (hereinafter "Commission"). If the Commission is not the Franchising Authority, then the Applicant shall also file one copy of the completed application with the Commission addressed to: Public Service Commission of West Virginia, P. O. Box 812, Charleston, WV 25323.

The application must be accompanied by a filing fee of Two Hundred Fifty Dollars (\$250). The filing fee shall be by check made payable to the Franchising Authority.

C. Authorization

At the time of application, Applicant shall disclose to the Franchising Authority, in writing, the names, addresses and occupations of all persons who are authorized to represent or act on behalf of the Applicant in those matters pertaining to the application. For each person so authorized, Applicant shall state the limits, if any, of the authority of the individual to make representations or act on behalf of Applicant with respect to matters pertaining to the application. The requirement to make such disclosure shall continue until the Franchising Authority shall have accepted or rejected Applicant's application or until Applicant withdraws its application. **Lisa Wilkinson, CAS, 1525 Dupont Road, Parkersburg, WV 26101 – Vice President**



D. Liability of Parent Entities

Applicant should clearly state what other corporations, entities, or persons, if any, are intended to be jointly and severally liable for the obligations of Applicant.

The limitations on the joint and several liability of any corporation, person or entity, if any is proposed, shall be clearly and expressly set forth within the application.

E. Use of Application Forms

The application forms have been designed to elicit pertinent data that will be used in evaluating the application. Applicant should provide answers to questions sequentially. If the answer to a particular question is no, or "not applicable," so state. Responses shall include the question numbers and shall incorporate a sufficient portion of the questions to make clear the topic being addressed. Failure to respond to every question or to provide requested information may result in the application being considered unacceptable. A response of "not applicable" may be appropriate to specific questions. ("N/A" means "not applicable.")

Applicant should supply answers on the enclosed forms where furnished or on replicas thereof wherever possible. If additional space is needed, the Applicant should show, at the top of each page of the proposal, the form and/or question number which applies to the first question being addressed on that page. The pages should be numbered, for example, "A-1, A-2, etc." for the responses to Form A, and similar numbering for other sections.

Applicant is requested to use 8 ½" by 11" pages and to avoid oversized pages which cannot be copied easily. Tabulations, such as pro forma sheets, may be reduced to 8 ½" by 11" as long as they remain legible. Tabular summaries should be used wherever possible. Where the forms specify a set of column headings to be used in a tabular response, all headings must be used even if some columns are to be blank or are not applicable.

F. Franchise Documents

The documents constituting a franchise shall be W.Va. Code §24D-1-1 et seq.; all rules in effect as promulgated by the Commission; the application together with any amendments thereof which are authorized under section H of these instructions; and the franchise agreement.

G. Clarification of Franchise Documents

In the event that Applicant has questions as to any terms, conditions or provision of this application or the meaning or interpretation thereof, it may request information or clarification by submitting such request in writing to: Public Service Commission of West Virginia, P. O. Box 812, Charleston, WV 25323.

Applicant, by submitting its application, shall have represented the facts that it agrees that it has no unanswered questions with respect to the application form, and that it has no basis for withdrawal or modification of this application on the basis of misunderstanding.

H. Amendment to Application

Corrections of inadvertent errors, if timely received, will be considered. Additional or clarifying information or data may be requested by the Franchising Authority, if, in its judgment such information or data will aid it in analysis of the application.

If ambiguities or inconsistencies are found by the Franchising Authority in the application during the evaluation period, the Franchising Authority may request and upon such request the Applicant shall be required to submit a clarification. Such Clarifications will become part of the application as if they had been submitted with the original application material.

I. Submission of Data on Other Systems

Information may be solicited from other communities in which any entity related to Applicant operates cable television systems to determine the quality of its performance in those communities. By submitting an application, Applicant will grant the Franchising Authority or its representatives the right to contact personnel or examine the facilities of such systems. By submitting an application, Applicant consents to both the solicitation of such information by the Franchising Authority and the disclosure of such information by the comparable Franchising Authority where such entities operate.

J. Application Cost

The funds expended by Applicant in preparation of its application, shall be at Applicant's own risk and cost.

K. Consideration of Application

Consideration of the application shall be governed by the West Virginia Cable Television Systems Act, W.Va. Code §24D-1-1 et seq., applicable rules, and the Cable Communications Policy Act of 1984, 47 U.S.C. §521 et seq.

II. INFORMATION REQUIREMENTS

A. Financial Statements and Responsibility

The application must include a statement of Applicant's financial condition, financial responsibility and resources, including a financial statement reviewed or audited by an independent public accountant for the most recent fiscal year, and for the last quarter an unaudited statement and a financial statement of any parent organization. The rendering of the financial statements should be in such form as will clearly reveal the extent of the Applicant's cable operations, including investment in cable facilities, revenues from all sources, expenses of operations, and the accounting policies used in the preparation of the statements including those related to income taxes, parent advances, charge backs, and allocations.

B. History and Experience

The application must include a narrative account of Applicant's history and experience to demonstrate its ability to furnish efficient and dependable service to the public.

The narrative account should include a description of the background and experience of the senior personnel who will manage the operation of the cable system.

C. Description of Proposed System

Applicant must include a description of the cable system proposed to be operated and/or installed, including such detail as may permit a proper evaluation of the merits of the application. The description shall include discussions if appropriate, of how service will be converted from any existing facility to any new facility; the potential use of fiber optics in trunk lines and the distribution systems; and the potential use of addressable taps.

Please break down this analysis into several parts, beginning with a projection of demands upon the cable system over the intended term of the franchise. Demand analysis should include discussion of anticipated changes in number of consumers, consumer wants and needs, nature and range of services to be provided, technological advancements, etc. From the demand analysis should flow a discussion of the proposed upgrade or upgrades over the length of the desired term, and then ultimately, an impact analysis of these upgrades on pro forma financial projections during each year of this period (please refer to Form D).

If Applicant proposes a system with a capacity of less than 450 MHZ, it must explain in detail the basis for the belief that such a system will meet future needs and interests or that a more elaborate system with greater capacity is not reasonable in light of costs.

D. Economies of Scale

Describe the potential market for cable services within the franchise area. Applicant shall state whether it believes that the provision of cable service in the franchise area will enjoy any real or potential economies of scale and/or scope, and whether the public is better served by the award of one, multiple, or area specific franchises. The Applicant shall provide any documentation or other information which supports its views.

E. Technology Change and West Virginia Telecommunications Infrastructure

Since the Franchising Authority may renew a franchise for a period of up to twenty (20) years or grant a new franchise for fifteen years (15), Applicant should describe with particularity how it believes: (1) the technical provision of cable service is likely to change over the period of the franchise; and (2) the demand for cable service in the franchise area is likely to change over that same period (for example, the capability of accommodating High Definition Television, two-way telecommunications to the home, internet access, data transmission, etc.).

F. Access Structure

Please indicate the elements of a preferred structure for access, a discussion of other alternative structures considered, and the reasons why the proposed structure is preferred.

G. Substantial Compliance

For renewal applications, a demonstration is required that Applicant has substantially complied with the material terms of any existing franchise orders issued by the Franchising Authority and with applicable law.

H. Innovations

Please describe any innovations during the last ten years which Applicant has undertaken. These innovations may include technological or consumer service upgrades.

Applicant's Affidavit

This application is submitted by the undersigned who has been duly authorized to make the representations herein on behalf of the Applicant.

Applicant understands that this application will be part of the Franchise Documents, enforceable against Applicant, in the event a franchise is granted as a consequence of this Application.

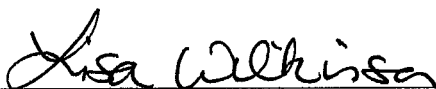
Applicant recognizes that all representations made in this application are binding upon it and that inaccuracy of or failure to adhere to any such representations may result in revocation of any franchise that may be granted as a consequence of this application.

Consent is hereby given to the Franchising Authority to make inquiry into the legal, character, technical, financial and other qualifications of Applicant and/or any controlling entities by contacting any persons or organizations named herein as references, or by any other appropriate means.

The Applicant certifies and guarantees that the responses are within the financial capabilities of the proposed system as demonstrated on the pro forma statement of Form D, and further guarantees to deliver a cable communications system which is consistent with the responses contained within this application.

The signature hereto declares that the entire contents of this application are true and correct to the best of the undersigned's knowledge, information and belief.

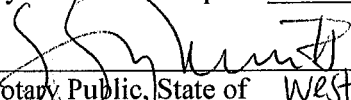
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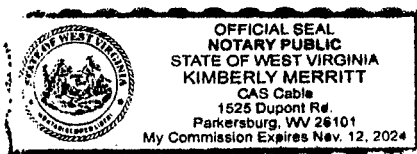
Affiant's Signature: 

Official Position: Vice President

Subscribed and sworn or affirmed to before me this 13th day of October, 2021.

My commission expires November 12, 2024.


Notary Public, State of West Virginia
(If signed outside West Virginia seal must be affixed.)



Form A

A.1. Ownership and Control Information

Provide the following information:

(A) Complete name and address of Applicant.

**Community Antenna Service, Inc.
1525 Dupont Road
Parkersburg, WV 26101**

(B) Complete name and address of the person to whom communications from the franchising authority should be sent.

**Lisa Wilkinson
1525 Dupont Road
Parkersburg, WV 26101**

(C) Applicant's business office address.

**1525 Dupont Road
Parkersburg, WV 26101**

(D) Name and address of chief executive officer of Applicant.

**Arthur R. Cooper, President
1525 Dupont Road
Parkersburg, WV 26101**

(E) If the Applicant is a corporation, a statement of ownership, detailing the corporate organization of the Applicant, including the state of incorporation, the names and addresses of the officers, directors, and major stockholders (owning 10 percent or more of Applicant's stock), and the number of shares of stock held by each. Attach a copy evidencing registration to do business from West Virginia Secretary of State.

State of Incorporation: West Virginia; see attached Certificate of Existence

President: Arthur Cooper
1525 Dupont Road
Parkersburg, WV 26101

Vice-President: Lisa Wilkinson
1525 Dupont Road
Parkersburg, WV 26101

Secretary: Melissa Defibaugh
1525 Dupont Road
Parkersburg, WV 26101

Treasurer: Melissa Defibaugh
1525 Dupont Road
Parkersburg, WV 26101

Director: Arthur Cooper
1525 Dupont Road

Parkersburg, WV 26101

Director: Lisa Wilkinson
1525 Dupont Road
Parkersburg, WV 26101

<u>Stockholder</u>	<u>Number of Shares Owned</u>
Arthur Cooper	2,598
Lisa Wilkinson	2,402
Melissa Defibaugh	2,400

(F) If the Applicant is a partnership, a statement of ownership, including the names, addresses and social security numbers or tax identification numbers of all of the general partners and limited partners, if any, and the percent of interest each has in the partnership. N/A

(G) If the Applicant is an individual, a statement of ownership, including the name, address and social security number of Applicant. N/A

(H) If Applicant is owned, in whole or in part, by a corporation or corporations, furnish the name, address and employer identification number for each corporation owning one (1) percent or more of the stock in the Applicant. N/A

(I) If any of the corporate stock in the Applicant is held for any other person who is the beneficial owner of the stock, list the name, address and social security number of the person who votes the stock and his or her official capacity. N/A

(J) List all of the intercompany relationships the Applicant has, including parent, subsidiary and affiliated companies.

Subsidiary: CAS Communications, LLC
1525 Dupont Road
Parkersburg, WV 26101

(K) The most recent Form 10-K, if any, for the Applicant and all related or controlling entities of Applicant.

N/A

(Note: Applicant is hereinafter sometimes referred to as "CAS" or "CAS Cable," registered trade names of Applicant.)

CHARACTER QUALIFICATIONS

Please provide the following information about Applicant and any controlling entities (hereinafter collectively referred to as "Applicant"). Please identify all controlling entities for which information is provided.

B.1. For the ten-year period immediately preceding the filing of the application, please provide the following information as to Applicant:

a. Has any court or administrative entity entered any judgment, finding, decree or order which determined that Applicant engaged in any activity that involved: - **No**

(i) unfair or deceptive trade practices, perjury, fraud, dishonesty, organized crime or racketeering;
or

(ii) violation of applicable federal, state, or local cable communications law or rules; or

(iii) violation of cable franchise provisions; or

(iv) violation of the rules, regulations, codes of conduct, or ethics of a self-regulatory trade or professional organization?

If so, please describe each such judgment, order or decree and provide a copy thereof.

b. Has Applicant or any of its officers, directors, or management employees been convicted of any felony criminal offense which involved perjury, misrepresentation, fraud, theft, or bribery? If so, please provide full information concerning each such conviction. - **No**

B.2. Has any cable television franchise held by Applicant, its parent corporation, or subsidiary of its parent corporation, been suspended or revoked? If so, please state the relevant circumstances for each such suspension or revocation. - **No**

CABLE HOLDINGS OWNED BY APPLICANT

C.1. Existing Cable Franchise Interest

List any interest the applicant, or any corporation, company or person mentioned in response to items A.1.(A) through and including A.1.(I) previously, has in other cable television systems (or in a franchise for a system which has not yet been built), AM, FM, or television broadcast licenses or permits, newspapers, communications common carriers or manufacturers of cable television equipment, including the name(s) and address(es) of each such operation and the name of the chief executive officer of the franchising authority in which each such cable television system, if any, is located. Furnish the same information with respect to all pending applications for cable television franchises in other jurisdictions.

Wood County - Existing Cable System Franchise

Jackson County - Existing Cable System Franchise

Mason County - Existing Cable System Franchise

City of Parkersburg - Existing Cable System Franchise

City of Vienna - Existing Cable System Franchise

City of Ravenswood - Existing Cable System Franchise

City of Ripley - Existing Cable System Franchise

Town of North Hills - Existing Cable System Franchise

City of Williamstown - Existing Cable System Franchise

State of Ohio – Existing Cable System Franchise

Competitive Local Exchange Carrier – CAS Communications, LLC (Subsidiary of Applicant)

FINANCIAL RESOURCES

Please describe in detail the financing plan for any construction and the continuing operation of the Applicant's cable system. Documentation of the debt of financing is to be provided by a funding organization. If the funding is to be provided through any parent, then the ability to obtain financing and sources of the parent must be documented including financial statements of the parent. Proof of financial capability shall include the following:

D.1. Source of Financing

(A) Furnish a documented plan for financing the proposed system, which shall indicate specifically every significant anticipated source of capital and any and all limitations and/or conditions with respect to the availability of the indicated sources of capital, including both debt and equity.

Applicant plans for construction of this cable system to be funded from available capital and cash flow from Applicant's business operation, which are sufficient for such purposes. Additionally, Applicant is a private, closely held corporation which maintains the confidentiality of its proprietary information, including financial information, and has by practice of the Public Service Commission of West Virginia ("PSC") been exempted from submission of such financial information to the PSC with the required filings Applicant makes with the PSC.

(B) Furnish a statement of financial projections, and including as a minimum, names of creditors holding any indebtedness of the applicant at time of filing this application, the amount, percentage of outstanding indebtedness and the terms of indebtedness; a pro forma schedule setting forth a profit and loss statement for a five-year period, a statement showing total sources of funds and uses of funds; a balance sheet of assets and liabilities for the same five-year period; a schedule of projected subscribers, subscriber revenues and non-subscriber revenues for the same five-year period; a schedule setting forth direct operating expenses for the same five-year period; and a schedule of capital expenditures for the same five-year period.

Applicant does not prepare, or have prepared statements of financial projections or proforma statements and the operation, maintenance and upgrades of the system are funded from available capital and cash flow from Applicant's business operation, which are sufficient for such purposes. Additionally, Applicant is a private, closely held corporation which maintains the confidentiality of its proprietary information, including financial information, and has by practice of the Public Service Commission of West Virginia ("PSC") been exempted from submission of such financial information to the PSC with the required filings Applicant makes with the PSC.

D.2. Contact in Outside Audit Firm

For Applicant, any parent company, and the principals, provide the name, title, address and telephone number of an appropriate contact person in each outside audit firm utilized within the past five years.

**Michael S Koreski, CPA, CVA
Koreski & Estep, PLLC
300 Star Avenue, Suite 314
Parkersburg, WV 26101**

D.3. Financial Statement

Submit a financial statement for the Applicant reviewed or audited by an independent public accountant for the most recent fiscal year, and for the last quarter an audited statement, and a financial statement for

the relevant parent organization, if any, audited by an independent public accountant for the most recent fiscal year.

Applicant is a private, closely held corporation which maintains the confidentiality of its proprietary information, including financial information, and has by practice of the Public Service Commission of West Virginia ("PSC") been exempted from submission of such financial information to the PSC with the required filings Applicant makes with the PSC. However, if requested, Applicant will make available its most recent reviewed financial statement which has been completed on the date of request, upon satisfactory arrangements to maintain the confidentiality and proprietary nature of the same.

ANTICIPATED CONSTRUCTION PRACTICES

E.1. Furnish a timetable for completion of construction of the proposed system, which timetable shall assure uniform availability of service throughout the designated service area.

Applicant estimates that construction of the majority of the planned cable system in the franchise area will require three to five years, with variations in expected time frames due to pole and conduit permitting, supply issues, weather related problems, and other potential construction impacts.

E.2. Construction Completion - Provide a complete list of all facilities to be constructed, their function and general description, and their estimated date of completion.

We are a new entrant, which will be constructing entirely new infrastructure for 1.2 Gig hybrid fiber coax cable systems providing cable, internet and phone service to residences and businesses. Our headend is currently located at 1525 Dupont Road, Parkersburg, WV 26101. However, as construction progresses, we will look to locate a headend facility in Kanawha County.

E.3. Construction Complaint Resolution - Describe practices for complaint resolution during any construction.

Applicant makes every attempt to resolve any complaints promptly over the phone. Once complaints are assessed and escalation is needed, our construction manager will physically visit any damaged property, if needed, or meet with any complainant to resolve issue if not resolved over the phone.

E.4. Construction Maps - Attach copies of relevant topographical maps designating current service area boundaries and proposed service area boundaries over the next five years. Please highlight roads paralleling the cable service area.

CHANNEL CAPACITY AND SYSTEM DESIGN

F.1. Furnish a statement of channel capacity, including the total number of channels in the proposed system, the total number of channels to be activated immediately, and the number of designated public, educational or governmental channels.

The proposed cable system is currently at 1.2 GHz bandwidth capacity with over 125 HD and SD video channels active, including the availability of three designated public, education or governmental channels.

F.2. Furnish a statement of the television and radio broadcast signals to be carried, together with a description of programming and other services to be offered, including access, interconnect and institutional services, if not shown on Form G.

See Attachments

F.3. Furnish a description of the proposed system design and planned operation, including at least the following:

(A) The general area for location of headend(s) and antenna(s), if known, furnish map coordinates;

The headend facility is currently located at 1525 Dupont Road, Parkersburg, WV 26101.

(B) The extent and type of interactive services to be offered on both the residential and institutional industrial networks, together with a schedule for their activation or projected availability from particular points;

N/A

(C) The extent and type of automated services to be provided;

N/A

(D) The location of origination points and origination facilities;

N/A

(E) The number of channels to be activated immediately for public access and institutional uses; the facilities, equipment, and staff to be made available for such uses and a schedule of charges for facilities, personnel and utilization of such channels and services (such schedule of charges shall be included in the proposed tariff);

Availability as needed based on franchise needs.

(F) The provisions for expansion of channel capacity and other upgrading of the technical capabilities of the system as technological improvements become available;

The systems will be built to fully upgradable and will have sufficient capacity for future upgrades.

(G) The general system design, the type of system, the distribution system, two-way capability and the method of interconnection with other systems in West Virginia; and

Hybrid-fiber coax and two-way capability with an extension of our current cable system into the franchise area.

(H) The extent and purpose(s) to which the Company proposes to use microwave technology, and the name and address of the Company representative responsible for obtaining necessary FCC approval(s).

N/A

F.4. Emergency Alert System

Describe your existing and/or proposed Emergency Alert System including make and model numbers of equipment. Indicate whether system will override all audio and video channels or only audio channels. Also indicate how and from where the system will be activated.

CAS currently employs a Monroe Electronics One-Net SE R189SE EAS system. The EAS system will override audio and video channels. The system is located in our headend.

F.5. Subscriber Converter Availability

Please explain your present and future policies concerning availability of converters for subscribers as well as any costs to subscribers for such converters.

CAS Cable offers the following converters to subscribers:

HD Converter \$8.95

HD/DVR Converter \$12.95

F.6. Closed Captioning Devices

In regard to closed captioning or other services for the hearing impaired, what, if any, services have been and will be made available? If any such provisions are made, please indicate type and availability of equipment to be utilized.

CAS Cable passes through all closed captioning information.

F.7. Service Level Isolation

(A) Pay Cable Isolation - Describe design specifications for the delivery of pay cable television, including methods of security (e.g., negative-option or positive-option traps, sync suppression, addressable converters, etc.).

Digital Encryption

(B) Tier Isolation - If more than one basic service tier is to be provided, describe how lower tier subscribers will be isolated from receiving upper tier programming.

N/A. Only one basic service tier is provided, which is comparable to other providers' basic and expanded basic tier.

(C) Scrambling System - While no proprietary data is required, state for each scrambling system used whether demodulation and remodulation must occur at headends, hubs, or subscriber equipment, and provide a brief analysis of the source of any interference or distortion anticipated due to this process. –

N/A; Applicant does not utilize scrambling systems.

F.8. Statewide Interconnection - Describe what efforts may be undertaken to interconnect the Applicant's cable system with other cable systems in the State. Include such information as:

None

(A) Technical means of interconnection;

(B) Bandwidth capacity of interconnection systems;

(C) Name and location of cable systems proposed to interconnect;

(D) Proposed activation dates of interconnect;

(E) Identification of total interconnect cost and how such cost will be shared among cable systems;

(F) Administrative coordination between cable systems, including any existing agreement to interconnect;

(G) Programming coordination between institutions, program suppliers, and access users; and

(H) Other information as necessary.

F.9. System Maintenance - Describe procedures for routine preventive maintenance, including type and frequency of system inspection and testing, number and qualifications of technical staff, and the test equipment to be provided. A clear summary of the maintenance procedures is desired, rather than lengthy maintenance manuals.

Systems are electronically monitored 24/7 for issues, tested in accordance with FCC requirements, and serviced 24/7 by qualified, experienced technicians.

SIGNAL CARRIAGE AND CHANNEL ALLOCATIONS

G.1. Video Signal Carriage and Channel Allocations

- (A) Complete pages 3 through 6 of Form G.1 for each system effected by this franchise.
- (B) In G.1 column 2 list the broadcast channel number of each broadcast station carried or to be carried by the cable system.
- (C) In G.1 column 3 list the station call letters or the name of the service that is carried on the cable channel in G.1 column 1.
- (D) In G.1 column 4 list the city and state of origin of any broadcast services carried by the system.
- (E) In G.1 column 5 identify the method of reception of the signal transmitted on the cable channel using the following abbreviations:
- | | |
|-----------------|------------------------|
| OA - off air | FO - fiber optics |
| SAT - satellite | TEL - telephone line |
| MIC - microwave | LO - local origination |
- (F) In G.1 column 6 identify the network affiliation of each broadcast station carried. If this channel is designated for PEG access indicate type of access here, even if the channel is currently used for another purpose.
- (G) In G.1 column 7 indicate the tier level of the channel or service using the following abbreviations. Basic service should be the minimum level of service available for reception of cable service.
- | |
|--|
| B - basic service |
| EB - expanded basic (# if more than one level) |
| P - pay tv service |
| PPV - pay per view service |
- (H) In G.1 column 8 indicate if the channel is used 24 hours per day; list start and stop times if part time or occasional if not used on a daily basis.
- (I) In G.1 column 9 indicate the date that the channel or service became or will become available.

G.2. Audio Signal Carriage

Complete form G.2 for each specialized audio service utilized by the system. If the system receives and transmits broadband FM radio, indicate (FMBAND) in column 1. If audio service is sold as one or more services or package, indicate in column 6 as "FM" (broadband or package), "B" if included with basic service, or "Audio #" for each service or package sold as a separate service. Use column 7 for further descriptions of the audio services listed on the form.

DELINEATION OF RESOURCES COMMITTED TO PUBLIC,
EDUCATIONAL, AND GOVERNMENTAL ACCESS AND
LOCAL PROGRAMMING OR ENTITIES

H.1. Furnish a statement of terms and conditions under which service is to be provided to educational, charitable, governmental and other entities.

CAS will provide a cable drop and basic cable service at no cost to any school or institution of higher education within our service area if service is actually being delivered within a reasonable distance from the school or institution of higher education, which may request service

H.2. Furnish a statement of policies for public, educational and governmental access origination programming.

Intercept point furnished out of our headend. 90-day notification of intent to use and pre-screening 90 days before use.

H.3. Furnish a statement (or chart) indicating the availability of access studio, editing equipment and portable equipment, Sunday through Saturday.

None

H.4. Furnish a statement explaining your public access training course program.

None

H.5. Furnish a statement (or chart) indicating your access production coordinator's duties and the hours these duties will be performed during the week.

None

H.6. Furnish a statement indicating your Company's local origination programming policy, including the number of hours per week, types of productions and staff available for such programming.

None

CUSTOMER SERVICE AND RATES

I.1. Describe in detail standards for customer service. Specifically, address standards and procedures for installation, billing, collection, handling of complaints, repairs, discontinuing or changing service, telephone and other services. Describe how the Applicant plans to provide repair service within 24 hours of customers' service complaints.

See Attachments

Installations are generally done within a week. Bills are sent out once a month. Payments are due by the tenth of the month. Complaints are logged and followed up with. We have one telephone line answered 24 hours a day with a technician on call seven days a week. Applicant warrants material compliance in all legislated areas of customer service.

I.2. Provide a summary for the last five years of all rates charged for each level or tier of service including pay service. -

	Basic	HBO	Cinemax	Showtime	Digital	Starz
2017	63.00	16.95	14.95	14.95	10.95	14.95
2018	65.00	16.95	14.95	14.95	11.95	14.95
2019	70.00	17.95	15.95	15.95	11.95	14.95
2020	70.00	17.95	15.95	15.95	11.95	13.95
2021	73.00	17.95	15.95	15.95	11.95	13.95

I.3. List the proposed rates, if any, to be charged including rates for each service tier as appropriate and charges for installation, cancellations, connection, change of service, upgrade, downgrade, reconnect, late charges, bad check charges, and other services.

See Attachments

I.4. Provide information on proposed rates, charges or deposits for studio and equipment usage, as well as any charges to subscribers for converters or scramblers.

See Attachments

I.5. Identify the location of each business office to be maintained by Applicant to service the franchise area and describe its business hours; further set forth Applicant's proposed number of telephone lines, number of toll-free telephone lines, and number of staff to be assigned to each office to handle consumer complaints.

CAS Cable maintains a business office at 1525 Dupont Road, Parkersburg, WV 26101. Ordering, Billing and repair Hours are: 8:00 am to 7:00 pm Monday thru Friday and 8:00 am to 3:00 pm on Saturday. Telephone: 304-420-2470 or 1-800-339-4002 – Repair and Technical support line is available 24/7 as well as online ordering.

I.6. Furnish a statement (or a sample) of your proposed monthly bill to subscribers, including a statement as to the frequency with which a fully itemized bill is sent out.

A fully itemized bill is sent out monthly detailing all charges and payments that have been applied to account.

I.7. Furnish a statement concerning your disconnect policy as to subscribers who are delinquent in paying their monthly service charges, and include any collection fee which may be imposed. —

See Attachments

Applicant complies with state and federal law legislating delinquent account procedures.

I.8. Furnish a statement indicating what the Company's educational or awareness programs will be to: a) inform potential subscribers that cable television subscriber bills are payable "in advance," and b) what the credit policy is for interrupted service.

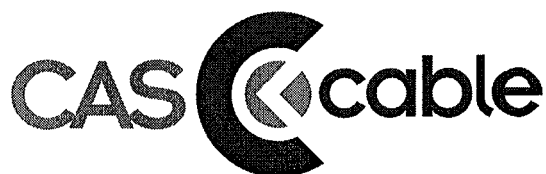
Applicant provides an explanation of the billing process when the potential customer affirms that cable is desired. The billing policy is also included with installation kits and on billing statements.

I.9. Furnish a statement of the applicant's line extension policy, and identify where in the service area it will be implemented.

Applicant will extend service to 1 home under its standard installation charge for a distance of up to 150 feet. Applicant will also extend service where the density of homes per mile meets or exceeds 25. Applicant believes the current buildout meets or exceeds such standards.

If this transaction involves a transfer, the local franchise authority may request a sales price of the cable system limited to the price paid for the headend, distribution system, real estate and appurtenances which are required to operate and deliver a signal to the franchised community. This information will be held in confidence and treated proprietarily.

ATTACHMENTS

**BASIC CABLE**

- | | |
|-------------------------|---------------------------|
| 2 TBN HD | 43 DIY HD |
| 3 NBC/WTAP HD * | 44 Channel Guide |
| 3 NBC/WSAZ HD ** | 45 CAS45 HD |
| 4 TBS HD | 46 Outdoor Channel HD |
| 5 CW HD * | 47 QVC HD |
| 5 CW/WQCW HD ** | 48 HSN HD |
| 6 PBS/WVPB HD | 49 Discovery HD |
| 7 Weather Channel HD | 50 Travel Channel HD |
| 8 ABC/WCHS HD | 51 USA HD |
| 9 C-SPAN 2 HD | 52 National Geographic HD |
| 10 C-SPAN HD | 53 WGN HD |
| 11 FOX/WOVA HD * | 54 Animal Planet HD |
| 11 FOX/WCHS HD ** | 55 Paramount Network HD |
| 12 Freeform HD | 56 SYFY HD |
| 13 CBS/WIYE HD * | 57 MotorTrend HD |
| 13 CBS/WOWK HD ** | 59 OWN |
| 14 Game Show Network HD | 60 E! HD |
| 15 Food Network HD | 61 Oxygen HD |
| 16 Disney HD | 62 ID HD |
| 17 Nickelodeon HD | 63 Bravo HD |
| 18 Cartoon Network HD | 64 TruTV HD |
| 19 PBS/WOUB HD | 65 Hallmark Channel HD |
| 20 Disney Jr. HD | 66 Hallmark Movies HD |
| 21 Tennis Channel HD | 67 Up TV HD |
| 22 Golf Channel HD | 68 Pop |
| 23 NBC Sports HD | 69 INSP |
| 24 ESPNU HD | 70 CNBC HD |
| 25 ESPN HD | 71 MSNBC HD |
| 26 ESPNEWS HD | 72 HLN |
| 27 ESPN2 HD | 73 Newsmax HD |
| 28 TNT HD | 76 CNN HD |
| 29 FOX Sports 1 HD | 77 FOX Business HD |
| 30 Big10 Network HD | 80 PBS Kids |
| 31 TCM HD | 81 West Virginia Channel |
| 32 Lifetime Movies HD | 82 REWIND TV ** |
| 33 Lifetime HD | 83 Antenna TV ** |
| 34 TLC HD | 84 MeTV * |
| 35 TV Land HD | 84 MyZ ** |
| 36 CMT HD | 85 Wood County Schools * |
| 37 FOX News HD | 85 ION HD ** |
| 38 A&E HD | 86 Pinpoint* |
| 39 History HD | 87 Court TV Mystery ** |
| 40 FXX HD | 90 GAC Family |
| 41 FX HD | 91 MTV HD |
| 42 HGTV HD | 92 VH1 HD |

FAMILY & SPORTS PAK

- | | |
|-----------------------------|-------------------------------------|
| 115 MTV Live HD | 134 Universal Kids |
| 116 FX Movie HD | 135 MTV Classic |
| 118 Destination America HD | 137 MTV2 |
| 119 Science Channel HD | 138 NickMusic |
| 120 Discovery Family HD | 139 CMT Pure Country |
| 121 VICELAND | 140 Olympic Channel |
| 122 Lifetime Real Women | 144 Stadium College Sports Atlantic |
| 123 FYI | 145 Stadium College Sports Central |
| 124 American Heroes Channel | 146 Stadium College Sports Pacific |
| 125 Discovery Life | 147 FOX Sports 2 HD |
| 126 Hillsong Channel | 148 SEC Network HD |
| 127 Positiv TV | 149 Longhorn HD |
| 128 Smile of a Child | 150 ACC Network HD |
| 129 Boomerang | |
| 130 Disney XD | |
| 131 Nick Jr. | |
| 132 TeenNick | |
| 133 NickToons | |

*Wood and Washington County **Jackson County

PREMIUM CHANNELS

STARZ

- 200 STARZ HD
- 201 STARZ Edge HD
- 202 STARZ in Black HD
- 203 STARZ Kids & Family HD
- 204 STARZ Cinema HD
- 205 STARZ Comedy HD

STARZ ENCORE

- 206 STARZ ENCORE HD
- 207 STARZ ENCORE Family HD
- 208 STARZ ENCORE Action HD
- 209 STARZ ENCORE Classic HD
- 210 STARZ ENCORE Suspense HD
- 211 STARZ ENCORE Black HD
- 212 STARZ ENCORE Westerns HD

HBO

- 250 HBO HD
- 251 HBO 2 HD
- 252 HBO Signature HD
- 253 HBO Family HD
- 254 HBO Comedy HD
- 255 HBO Zone HD

Cinemax

- 260 Cinemax HD
- 261 MoreMax HD
- 262 ActionMax HD
- 263 ThrillerMax HD
- 264 MovieMax HD
- 265 5StarMax HD
- 266 OuterMax HD

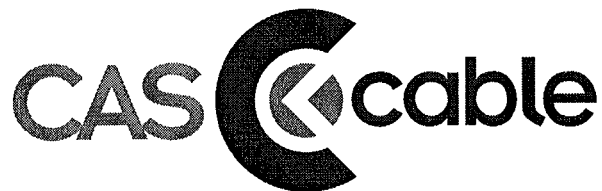
Showtime

- 270 Showtime
- 271 Showtime2
- 272 Showtime Showcase
- 273 Showtime Extreme
- 274 SHoXBET
- 275 The Movie Channel
- 276 The Movie Channel XTRA
- 277 Flix

MUSIC CHANNELS

- 901 Adult Alternative
- 902 Classic Rock
- 903 Rock
- 904 Alternative
- 905 Heavy Metal
- 906 Alt Rock Classics
- 907 Country Classics
- 908 Alt Country/Americana
- 909 Hot Country
- 910 No Fences
- 911 Bluegrass
- 912 Folk Roots
- 913 Soul Storm
- 914 Hip-Hop/R&B
- 915 Hip Hop
- 916 Classic R&B and Soul
- 917 The Spa
- 918 Kid's Stuff
- 919 Broadway
- 920 Éxitos Tropicales
- 921 Éxitos del Momento
- 922 Ritmos Latinos
- 923 Retro Latino
- 924 Romance Latino
- 925 Rock En Espanol

- 926 Dance Clubbin'
- 927 Easy Listening
- 928 Swinging Standards
- 929 Hit List
- 930 Groove
- 931 Maximum Party
- 932 The Chill Lounge
- 933 Pop Adult
- 934 Christian Pop & Rock
- 935 Jammin'
- 936 Gospel
- 937 Holiday Hits
- 938 Eclectic Electronic
- 939 Y2K
- 940 Flashback '70's
- 941 Remember the 80's
- 942 Nothin' but 90's
- 943 Jukebox Oldies
- 944 Jazz Masters
- 945 Jazz Now
- 946 Smooth Jazz
- 947 The Blues
- 948 Chamber Music
- 949 Classic Masters
- 950 Pop Classics



304-420-2470

CAScable.com

Channels subject to change. Digital TV subscription or digital box is required for some channels. Visit CAScable.com for current lineup.



March 2021
WEST VIRGINIA ANNUAL
CUSTOMER NOTICE
304-420-2470 CAScable.com

Products and Services Offered - CAS offers a variety of video programming choices including most of the local television broadcast stations in your area. There are many services and features that you may purchase with CAS, which include access to the interactive programming guide and digital music channels. CAS also offers premium channels for additional movies, sports and other special events. Various tiers of service offered by CAS may be sold separately or as a package with other tiers; however, as a prerequisite for subscribing to any of the video programming offered including premium channels, customers are required by law to subscribe to the basic service tier. CAS offers customers the option to rent or purchase equipment, such as cable set-top converters and remotes and/or CableCARD™ that may be needed to access the cable services you want with your TV equipment. Visit us at or call us at the number on your bill for more information about products and services in your area.

Prices, Channels and Programming Options - CAS provides its customer with a listing of the channel positions of the programming carried on its local cable system. That listing is also available on our website at www.cascable.com. If you did not receive a channel lineup, please contact CAS on the number listed on your bill and one will be sent to you.

Changes in Service or Prices - Subject to applicable law, we have the right to change our services and prices at any time. As a CAS customer, you will generally receive notice of changes in services or prices at least 30 days in advance or in compliance with applicable laws. The notice may be provided on or with your monthly bill, via email, on an information channel, as a newspaper legal notice, as part of this annual notice or some other written form. Additional information regarding such notices may also be found on the CAS website.

INSTALLATION AND SERVICE MAINTENANCE POLICIES

Installation - Standard installations are generally completed within 7 business days. Someone over 18 years of age must be home during any installation or repair of your cable television service. CAS employees are required to wear a CAS Employee shirt. CAS will make every reasonable effort to reschedule any missed service appointment at a convenient time for you. CAS will have no obligation to install, support, maintain, repair or replace any computer equipment, cable modem, phone, fax machine, cabling or other equipment that is not CAS equipment. CAS has the right to upgrade, modify and enhance the CAS equipment and software from time to time through "downloads" from our network or otherwise.

Access to Customer Premises - By ordering service, you agree to allow employees and agents of CAS access to your premises at reasonable times to inspect and maintain the cable equipment at your service address and, upon termination of service, to remove the equipment. CAS is not deemed to have abandoned equipment that it does not remove. If you are not the owner of the premises at which equipment and software are to be installed, you warrant that you have obtained the consent of the owner of the premises of CAS personnel and/or its agents to enter your premises for the purposes described in this section. You will indemnify and hold CAS harmless from and against any claims of the owner of the premises arising out of the performance of this agreement.

Moving - Before you move, please call us on the phone number listed on your bill. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home if it is in our service area.

Service Calls - If you are experiencing trouble with your service, please contact our Customer Service Department. If a customer service representative (CSR) cannot resolve the problem with you over the phone, we will schedule a service technician visit. Technicians will be dispatched to address service problems on a prioritized basis. Emergencies such as fallen lines, violent storms, ice, or other weather related problems may interfere with service. We will make our best efforts to correct the situation as soon as possible. We do everything possible to ensure consistently reliable services, but from time to time, service outages can occur. Additional fees may apply when the problem is caused by the Customer or use of non-CAS Cable equipment.

CAS Cable Equipment - The equipment that we provide to our subscribers is and shall remain the property of CAS and must be returned to us at any time service is discontinued for any reason, or any time that the company wishes to exchange such equipment. Failure to return CAS equipment may result in charges being applied to your account as specified in our equipment agreement or as permitted by law. We will replace or repair CAS equipment at no charge in the event of a failure due to normal use. Remote control devices can be replaced at our office. The customer is responsible for replacement of the remote control batteries in the event of battery failure.

HOW TO USE YOUR CABLE SERVICES

Cable Service Support - Customers may visit us at or call us at the telephone number on your bill for more information regarding the use of your CAS Cable service. (Customer support is available by phone Monday-Friday 8am-8pm and Saturday 8am-5pm).

Compatibility of Set-Top Receivers or Converters - Many newer television sets are labeled cable-ready. According to government rules, after July 1997, TVs sold in the U.S. cannot be called cable-ready unless they comply with new requirements, including the ability to properly tune channels. Some TVs cannot tune all channels without some interference. If this is the case with your equipment, you may need to purchase or rent an electronic channel selection device (called a "receiver" or "converter"), or Digital Adapter. If you use a converter, you can only tune to one channel at a time and certain features on your TV that depends on channel tuning of these devices may not be available with this configuration. If you are not sure whether your TV is cable ready, you should review the equipment manual and instructions, or contact the manufacturer. If your equipment is not fully cable ready, you can still receive all standard cable channels offering non-scrambled or non-encrypted programming by renting or purchasing a simple set-top converter without descrambling or decryption capabilities. For a monthly fee, we rent set-top converters to our customers that will be compatible with the services you purchase from us. You may also purchase set-top converters at electronic stores or other retail outlets in your area. CAS uses state-of-the-art encryption methods to ensure the security of our system. Certain cable converters that have descramblers (so called "pirate boxes" or "black boxes") are illegal to sell, purchase or use on the cable system. People who use illegal converters/descramblers may be subject to prosecution for theft of cable service. It is unlawful to alter or tamper with any device belonging to a cable operator in order to receive, intercept, or assist in receiving or intercepting any communications service offered over a cable system. People who take such actions may be subject to fines or imprisonment. To the extent our encryption methods affect your reception of signals, we can supply to you special equipment that will enable the simultaneous reception of multiple signals. This equipment could include for example, a Digital Receiver (multiple set-top devices may be required), and signal bypass switches, which will allow simultaneous reception of any two encrypted signals and provide for tuning to alternative channels on a pre-programmed schedule. We will consult with you to determine your specific equipment needs. Upon request, we will attempt to provide you with the types of special equipment needed to resolve your compatibility problem. Please call us if you would like to discuss the type of special equipment needed (e.g. Accessible Receiver for blind or visually impaired customers) to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues. Charges will apply for purchase or lease of special equipment.

CableCARDS - Certain new TVs/display devices (sometimes referred to as DCR or UDCP devices) are sold with a port for a CableCARD, which can substitute for a set-top channel converter. The current generation of these TVs/display devices cannot interact with the cards to allow you to use any interactive or two-way services that we offer, such as pay-per-view and the CAS interactive programming guide. For more information, please contact us.

Backup Power for Home Phone Services during Power Outages - To avoid a disruption of home voice service during a power outage - and to maintain the ability to connect to 911 emergency services - we at CAS Cable offer you the option of purchasing backup power for your home phones. Additional backup batteries in 8 hour increments with a maximum of 3 additional batteries for a total of 24 hours of backup power for your home phones. CAS Cable's backup batteries allow you to continue to use your home voice services during a power outage. (Applies to directly connected land line phones only.) 8 hour backup batteries for DOCSIS 3.0 modems cost \$19.95, 8 hour backup batteries for DOCSIS 3.1 modems cost \$69.95 and can be picked up at our business office. If you do not feel comfortable installing your own battery, please call us to make an appointment, and we would be happy to assist you. However, please note that there will be a \$50.00 charge for this service. Please follow the more detailed instructions included with your battery for proper use, storage and care of your battery to ensure that it will function as needed during a power outage. Please contact CAS Cable for any questions you may have about the Backup Power Disclosure Rules.

BILLING PROCEDURES

Charges and Fees - Your monthly CAS bill provides the charges, due date, payments and credits for your account, and may also contain special customer messages. Fees and charges are payable in advance once service is initiated. If you initiate a change in your services, you are subject to the applicable installation and/or charge associated with your new service selection. A late fee of \$2.00 is added to any bill amount unpaid after the due date. You should receive your monthly billing statement in the mail around the 20th of each month. Your cable fee is due by the 10th of the following month. If your payment is made with a non-sufficient fund check or credit card, you may be charged a fee for handling. When mailing your payment, please allow seven to ten days for

delivery to our office. If we have not received your payment for two consecutive months, after the 10th of the second month, we will send a technician to your home to either collect the full amount due or disconnect. You will receive notice on your monthly bill if you are delinquent. There will be no other form of notification. Additional information for your area regarding CAS billing may be found at www.cascable.com or you may call us at the telephone number listed on your bill.

Bill Payments - CAS offers many different methods of bill payment. We accept payments online at cascable.com, through the mail using the invoice from your monthly billing statement, by phone and also at our office. CAS also offers the ability to set up CAS Auto Pay, a convenient monthly payment solution that will automatically debit your Credit Card, Debit Card, Checking, or Savings account for monthly payment. Payments made with a customer service representative over the phone will incur a \$4 fee. To avoid that fee when making a phone payment, use our other convenient options.

Credit for Service Interruptions - You are entitled to a pro-rated credit if cable service is interrupted for more than twenty-four continuous hours. The credit will be calculated based upon the proportionate share of the service not received in the applicable billing period, provided the interruption is not caused by you. When service interruption in excess of 24 hours occurs, contact our office promptly in writing with pertinent facts regarding the outage.

Subscriber Notices - In the event of a required notice to our subscribers, we will attempt to provide notice by the most effective means under the circumstances, which might include notice in the billing envelope, on the billing statement, via e-mail, on our website, a newspaper announcement or a combination where appropriate.

DISCONNECT PROCEDURES

Refunds/Credits - A request to disconnect cable service can be made at any time. Billing for service will stop on the day you request the service to be discontinued, subject to billing for applicable fees and outstanding balances on CAS video and/or other services. Additionally, equipment provided to you by CAS must be returned upon disconnection of service or appropriate charges will apply. If your request to disconnect service occurs before the end of a prepaid period, CAS will refund the prorated un-used portion of the fees and charges (subject to the offsets referenced above and the return of CAS equipment).

Theft of Cable Service - Unauthorized cable hook-up or cable theft is a crime that is punishable by fines and/or imprisonment.

Delinquent Accounts - If your service is disconnected for non-payment, we require full payment of the past due balance, a reconnect fee, and a minimum of one month's service charge before reconnecting service.

COMPLAINT RESOLUTION

Complaint Procedures - We are committed to providing the best possible customer service and a broad range of quality programming. CAS policies are intended to follow the Federal Communications Commission ("FCC") guidelines on customer service, as well as those of the State of West Virginia, and we will respond to all complaints as required by law. We are proud of our fine relationship with the municipalities and counties which act as our franchising authorities and our subscribers and look forward to many years of continued service to the community. In compliance with FCC regulations, we are pleased to provide you with the following procedures in case of any problems with our service. Any time you have a problem with your cable reception or high speed internet or phone service, please call our Customer Service Department, where we have customer service representatives on duty to help you or arrange for a technician to address the problem. All efforts will be made by our service technicians and other associates to resolve any complaints concerning the technical quality of service promptly and efficiently. If your problems are not resolved to your satisfaction, please feel free to speak to your cable system manager, who will review the problem and take corrective action. If we are not able to take any further action to correct the problem, we will promptly inform you of our determination and the reasons we cannot correct the problem. Customers can direct cable billing or service complaints to CAS at the telephone number listed on your bill. If you believe CAS has not properly resolved your issue, you may contact your local office authority at:

City of Parkersburg, 1 Government Square, Parkersburg, WV 26101, 304-424-8400

City of Vienna, 609 29th Street, Vienna, WV 26105, 304-595-4541

City of Williamstown, 100 W 5th St, Williamstown, WV 26187, 304-375-7761

Town of North Hills, PO Box 4324, Parkersburg, WV 26104, 304-422-0344

Wood County Commission, 1 Court Square, Parkersburg, WV 26101, 304-424-1984

City of Ravenswood, 212 Walnut St, Ravenswood, WV 26164, 304-273-2621

City of Ripley, 203 South Church St, Ripley, WV 25271, 304-372-3482

Jackson County Commission, PO Box 800, Ripley, WV 25271, 304-373-2220

Most problems can be resolved with the above procedures. We appreciate your business and look forward to providing you with the finest service. If, however, we are unable to resolve your complaint to your satisfaction, you may contact the Public Service Commission at the following address, telephone number, or web page: PSC of WV, P.O. Box 814, Charleston, WV 25323 Telephone 1-800-344-5113, www.state.wv.us/psc. The Federal Communications Commission (FCC) has limited jurisdiction over cable television programming. You may contact the FCC at the following address, telephone number, or web page: FCC, Cable Services Bureau, 445 12th Street, S.W., Room 3-C 830, Washington, D.C. 20554 Phone 202-418-7200, www.fcc.gov

CUSTOMER PRIVACY NOTICE

As a CAS Cable customer, you have a right to know what we do with your personal information that we have. We consider our treatment of such information to be a part of the trust you place in us by using our Internet, TV and Phone Services ("Services"). This Customer Privacy Notice ("Notice") applies to customers of our Services. Use of the words "customer," "you" or "your" refers to any subscriber of a Service. We have updated this Notice, and will continue to update it, to better answer questions you may have, but our basic privacy policy will remain the same. We collect and keep only the personal information of our customers that is needed to provide our services, treat it as private, use it only for what we offer you, do not sell it to others, work to keep it secure and destroy it when no longer needed.

In accordance with Section 631 of the Cable Act, we provide you with this separate, written Notice when you first become a customer and at least annually thereafter. This Notice includes information required by the Cable Act, including: (1) the kind of information CAS collects; (2) how CAS uses personally identifiable information; (3) to whom CAS may disclose personally identifiable information; (4) how long CAS keeps personally identifiable information; (5) how you can inspect records pertaining to your personally identifiable information; and (6) your legal rights. We also regularly update our privacy policy and post the most up-to-date policy on our websites. You can find additional and updated information at any time by visiting our website at www.cascable.com. We encourage you to review our policies by visiting our website periodically for the latest information and updates. You can learn more about your privacy rights by visiting the websites of the Federal Trade Commission, www.ftc.gov, and the Federal Communications Commission, www.fcc.gov.

In providing services to you, we obtain certain "personally identifiable information"; that is information that identifies you or your business individually or can be reasonably used to identify you individually. Personally identifiable information may include one or more of the following: name, service address, billing address, telephone numbers, social security number, employer identification number (EIN), driver's license number, user IDs, email addresses and credit card information. Personally identifiable information does not include de-identified, anonymous, or aggregate data that does not identify you individually. For example, information regarding your age would only be considered personally identifiable if it was combined with your name or other information that could identify you individually.

It is important to understand the difference between personally identifiable information and information that is not personally identifiable in order to understand protections granted to Cable, Internet and Phone subscribers under the Communications Act of 1934. The Communications Act allows us to collect personally identifiable information only:

- If you consent, in advance, in writing or electronically;
- In order to provide cable or other services to you; or
- To detect unauthorized reception.

Subject to certain exceptions, we may not disclose personally identifiable information about you, except as necessary to render the Services to you or other services we provide to you in related business activities or with your consent. Prior to complying with a demand by a third party for information about you, we may notify you and you may have the right to oppose the disclosure in court. There are exceptions to this, such as disclosures to law enforcement agencies required by law. We explain below how we respond to requests from law enforcement agencies for disclosure of personally identifiable information.

INFORMATION WE COLLECT

When you subscribe to our Services and interact with us as a customer, we collect both personally identifiable information and information that is not personally identifiable. We collect this information as part of our provision of the Services and keep business records that may include personally identifiable information. The collected information includes information that you may give us when you sign up for a Service or which is provided to us during the course of your relationship with us as a customer. This information includes, but is not limited to: name, service address, billing address, telephone numbers, social security number, employer identification number (EIN), driver's license number, user IDs, email addresses, names of spouses or relatives, birth dates, credit card, debit card or bank account information. Additionally, we also maintain customer information concerning credit, billing and payments, security deposits, purchases made

over the cable system, maintenance and repair, equipment and services provided, and other service-related functions. In providing our Services, we may also collect information about your video equipment, the number and location of television sets in your home or business that are connected to our cable system, computer hardware and software, modems, routers, associated electronic addresses, settings, and other preferences to aid in billing, maintenance and customer support.

Internet Services - Like most Internet service providers, we automatically collect certain general information concerning your use, such as the Internet Protocol (IP) addresses assigned (an identifier assigned to your computer while online), MAC addresses (individual equipment identifiers) of equipment that is used, bandwidth used, system and connection performance, browsers used, dates and times of access and Internet resource requests, including requests to access web pages. Some of this information may identify those subscribers who have downloaded certain materials or accessed certain websites. This type of information is generally retained for about six months. We do not store online messages sent or received unless left in your CAS Internet account file. Since we cannot control Web sites or Internet services operated by third parties, we recommend that you review the terms of service and privacy policies of those Web sites and services. You can find more detailed information concerning our Online Privacy Policy on our website at www.cascable.com.

TV Services - We collect certain information in providing you with our cable television and other services. The law prohibits us from using the cable system to collect personal information for unrelated purposes without your consent. Unless you are notified and agree, we will not collect user information concerning most video program viewing, except as needed to bill you. In providing some specific cable TV services, such as pay-per-view or interactive cable services, we do maintain limited usage information for billing, programming and related purposes. Aggregate information that does not identify you may be collected and used for programming, advertising and similar purposes. In some cases, non-personal aggregate information may be collected by the cable system in order to determine which programs are most popular, how many people are watching the show, and which cable features are used most often. This aggregate information may be provided to third party audience measurement firms who may combine it with other demographic information to conduct more comprehensive audience analysis. When we provide digital video recorder services, we may also receive detailed information concerning your use and operation of the recorder for the uses described below in "Use and Sharing."

Phone Services - We provide telephone services by "Voice over Internet Protocol" (VOIP). We do not listen to or record your calls. We do, however, monitor certain calls to our staff for quality purposes. In providing telephone services, we do receive usage information, including numbers called and received and duration of calls. We retain this information for up to two years, as required by some authorities, and we treat all such information as private. Generally, we collect only the personal information needed to provide the Services we offer with the quality you desire and deserve. It is also our policy to keep that information secure and to retain it only as long as needed for our business purposes or as the law may require. We take reasonable precautions to identify you or your authorized representative when we receive an inquiry on your account as permitted by law. We also take reasonable steps to protect personally identifiable information from unauthorized access. We sometimes collect personal information for special reasons, such as in surveys or registering at our Web Sites. In these instances, you will be notified before it is collected, told how it will be used and may elect not to participate.

USE AND SHARING

Use Policy - We consider personally identifiable information confidential and use it only for the business purpose of providing our Internet, TV and Phone services for such things as sales, installation, operations, administration, advertising, marketing, support, network management, maintenance, customer care, communications with you, billing and collection and for accounting and tax purposes. We may also use such information to monitor for, detect, and protect against both fraud and unauthorized use of our services.

We use aggregate information about our customers and their usage for a variety of purposes. Such aggregate information does not identify individual customers. We may share aggregate information with third parties, such as audience measurement firms who may combine it with other demographic information to conduct audience analyses for our own internal business purposes. CAS may associate personally identifiable information with aggregate information or with information from others to better offer product and service preferences to you.

Sharing Policy - It is our policy not to disclose any personally identifiable information about you to others outside CAS and our affiliates, agents, vendors, business partners and others who assist us with providing services to you, and other related business functions, without your prior consent. We do not sell or provide your personal information to parties unrelated to the services we provide without your permission. As a further measure, if in the future we sell mailing lists, you can affirmatively opt out of such sharing by writing to the return address on your billing statement, or you may contact us online at www.cascable.com. You can also notify us in either way if you prefer not to receive certain types of marketing contacts from us. CAS sometimes uses affiliates, vendors, or partners in providing our services and may provide personally identifiable information for such purposes. We require that outside parties maintain at least the same level of confidentiality that we maintain. In addition, any use by the vendor may not exceed that needed to provide its service. We do not share personally identifiable information with other third parties without your consent. If you become a customer of a third party provider of any services directly, you should review its privacy policy, as it may differ from ours.

Special Exceptions - We reserve the right to disclose personally identifiable information if we have a good faith belief that it is necessary to: (1) comply with the law or legal process served on us; (2) protect and defend our rights or property or those of others; (3) respond to fraud, abuse, or unauthorized reception; (4) enforce our Website Visitors' Agreement and Terms of Use, our Acceptable Use Policy, or related standards; or (5) act in an emergency to protect your safety or that of another. We may also share or transfer personally identifiable information along with your account as a part of any sale or transfer all or a portion of our business operations, merger or combination with another organization. In such a case, you will be notified of any changes in policy.

Retention Policy - CAS may retain personal customer information in its regular business records as long as you are a customer or until no longer needed for business, tax, or legal purposes. Once these purposes no longer apply, we destroy, de-identify or anonymize the information according to our internal policies and protections. Our security measures for this information are discussed below.

Phone and Internet Services - Federal and some state regulations limit our use and sharing of certain information concerning a customer's telephone and Internet services relating to the quantity, technical configuration, type, destination, location, nature of telecommunications or Internet, or telephone toll service you receive and the amount of your use of telephones or Internet service. This information is known as "Customer Proprietary Network Information" or "CPNI" and includes information on how you use our telephone and Internet services, such as your call patterns, service features, price plans, spending profiles, destinations and related information. In offering our spectrum of local and long distance telephone and Internet services, we do use your telephone or Internet service information to offer you new telephone or Internet services and pricing plans. If you do not want us to use your CPNI for this purpose, you may contact us at the number or address listed on the cover of this notice or on your regular bill. On the other hand, if you would like us to offer you information on video services or would like to learn about our bundled offers, please contact us in any of the same ways. Consenting to allow us to use your CPNI will help us offer you the best and most up-to-date services. Your consent will remain in effect until you notify us that you want to revoke or change your permission. Your choice will not affect the services you now receive. We do not disclose this information to unrelated parties, except as required by law.

Directory Listings - We offer our telephone customers the ability to designate their listings as non-published within print or directory assistance services. Because of the complexity of this process and the involvement of other entities in publishing, errors may occur from time to time. These and certain other telephone services are offered subject to tariff or contractual terms that limit our liability in the event of such errors.

Internet Services - We do not read your email messages, instant messages, online chats, "voice-over-Internet" calls, or the content of other online communications that reside on or pass through our service. We may however, and provide such communications if we are legally required to do so. Incoming and outgoing email messages are generally scanned automatically to identify and filter out likely spam or harmful messages and for viruses, spyware and related problems that could harm your equipment, the network or other users.

TV Services - Digital video recorder service information is not shared with programmers or third parties, except on an aggregate basis. If you use an interactive service to participate in or to order a product or service, you will be asked for your permission to provide contact information to the appropriate party. When we offer new services to you, like DVR and interactive features, we will also inform you about information we may need and how it may be used.

Enforcement of Your Rights - Federal law (including 47 U.S.C. §§ 222 and 551) limits the information a cable, phone and broadband provider may collect, maintain, use and share. You may enforce your rights concerning our collection, maintenance, use and sharing of your CPNI or PII. Among your remedies is the right to seek damages and reasonable costs and attorneys' fees.

Cable TV	
Basic Cable	\$73.00
Family & Sports Pak	\$11.95
Starz & Starz Encore	\$14.95
HBO Max	\$17.95
Cinemax	\$19.95
Showtime Multiplex	\$19.95
Starz	\$10.95
Starz Encore	\$7.95

High Speed Internet	
100Mbps	\$30.95
300Mbps	\$49.95
500Mbps	\$69.95
1Gig+	\$79.95
2Gig Premium	\$129.95

Internet Only	
100Mbps	\$53.95
300Mbps	\$69.95
500Mbps	\$89.95
1Gig+	\$99.95
2Gig Premium	\$149.95

Digital Phone Service	
Neighborhood	\$19.95
Nationwide	\$29.95
Advanced	\$39.95
VoiceMail	\$4.95
Additional Phone Number	\$9.95
411 Directory Assistance (each)	\$1.00

2	TBN HD
3	NBC/WTAP HD *
3	NBC/WSAZ HD **
4	TBS HD
5	CW HD *
5	CW/WQCW HD **
6	PBS/WVPB HD
7	Weather Channel HD
8	ABC/WCHS HD
9	C-SPAN 2 HD
10	C-SPAN HD
11	FOX/WOVA HD *
11	FOX/WVAH HD **
12	Freeform HD
13	CBS/WIYE HD *
13	CBS/WOWK HD **
14	Game Show Network HD
15	Food Network HD
16	Disney HD
17	Nickelodeon HD
18	Cartoon Network HD
19	PBS/WOUB HD
20	Disney Jr. HD
21	Tennis Channel HD
22	Golf Channel HD
23	NBC Sports HD
24	ESPN HD
25	ESPN HD
26	ESPN2 HD
27	ESPN3 HD
28	TNT HD
29	FOX Sports 1 HD
30	AT&T SportsNet PIT HD
31	TCM HD
32	Lifetime Movies HD
33	Lifetime HD
34	TLG HD
35	TV Land HD
36	CMT HD
37	FOX News HD
38	A&E HD
39	History HD
40	FX HD
41	FX HD
42	HGTV HD
43	DIY HD
44	Channel Guide
45	CAS45 HD
46	Outdoor Channel HD
47	QVC HD
48	HSN HD
49	Discovery HD
50	Travel Channel HD
51	USA HD
52	National Geographic HD
53	WGN HD
54	Animal Planet HD
55	Paramount Network HD
56	SYFY HD
57	MotorTrend HD
59	OWN
60	E! HD
61	Oxygen HD
62	ID HD
63	Bravo HD
64	TruTV HD
65	Hallmark Channel HD
66	Hallmark Movies HD
67	Up TV HD
68	Pop
69	INSP
70	CNBC HD
71	MSNBC HD
72	HLN
73	Newsmax HD
76	CNN HD
77	FOX Business HD
80	PBS Kids
81	West Virginia Channel
83	Antenna TV **
84	MeTV **
84	MeTV **
85	Wood County Schools *
85	ION HD **
86	Pinpoint *
90	GAC
91	MTV HD
92	VH1 HD
115	MTV Live HD
116	FX Movie HD
117	Fusion HD
118	Destination America HD
119	Science Channel HD
120	Discovery Family HD
121	VICELAND
122	Lifetime Real Women
123	FYI
124	American Heroes Channel
125	Discovery Life
126	Hillson Channel
127	JUCE TV
128	Smile of a Child
129	Boomerang
130	Disney XD

Equipment rental	
HD DVR Box & Remote	\$12.95
HD Box & Remote	\$3.95
WiFi Modem Lease	\$12.00
EMTA Lease	\$6.00
Cable Card Service	\$4.95
Additional Cable Card	\$0.95
HD for Cable Card	\$2.95

Installation Pricing	
Installation	\$25.00
Install Digital Box	\$25.00
Install Outlet Trip	\$40.00
Additional Outlet Trip	\$25.00
Install Internet Basic	\$25.00
Install Phone Self	\$0.00
Install Phone Basic	\$25.00

Miscellaneous Charges	
Cable Card Purchase	\$69.99
Wood County Broadcast Fee	\$15.00
Jackson County Broadcast Fee	\$15.00
Sports Programming Surcharge	\$6.00
Bandwidth Overage per 100GB	\$10.00
Returned Check/ACH Fee	\$25.00
Late Fee	\$2.00
Phone Number Change	\$20.00
Service Restoration Fee	\$10.00
Service Call	\$50.00

131	Nick Jr.
132	TeenNick
133	NickToons
134	Universal Kids
135	MTV Classic
137	MTV+
138	NickMusic
139	CMT Pure Country
140	Olympic Channel
143	ESPN Classic
144	FOX College Sports Atlantic
145	FOX College Sports Central
146	FOX College Sports Pacific
147	FOX Sports 2 HD
148	SEC Network HD
149	Longhorn HD
150	ACC Network HD
200	STARZ HD
201	STARZ Edge HD
202	STARZ In Black HD
203	STARZ Kids & Family HD
204	STARZ Cinema HD
205	STARZ Comedy HD
206	STARZ ENCORE HD
207	STARZ ENCORE Family HD
208	STARZ ENCORE Action HD
209	STARZ ENCORE Classic HD
210	STARZ ENCORE Suspense HD
211	STARZ ENCORE Black HD
212	STARZ ENCORE Westerns HD
250	HBO HD
251	HBO 2 HD
252	HBO Signature HD
253	HBO Family HD
254	HBO Comedy HD
255	HBO Zone HD
260	Cinemax HD
261	MoreMax HD
262	ActionMax HD
263	ThrillerMax HD
264	MovieMax HD
265	5StarMax HD
266	OuterMax HD
270	Showtime
271	Showtime
272	Showtime Showcase
273	Showtime Extreme
274	SHOXBET
275	The Movie Channel
276	The Movie Channel XTRA
277	Flix
800	PPV Preview
803-809	PPV
901	Adult Alternative
902	Classic Rock
903	Rock
904	Alternative
905	Heavy Metal
906	Alt Rock Classics
907	Country Classics
908	Alt Country/Americana
909	Hot Country
910	No Fences
911	Bluesgrass
912	Folk Roots
913	Soul Storm
914	Hip-Hop/R&B
915	Hip Hop
916	Classic R&B and Soul
917	The Spa
918	Kid's Stuff
919	Broadway
920	Exotics Tropicales
921	Exotics del Momento
922	Ritmos Latinos
923	Retro Latino
924	Romance Latino
925	Rock En Espanol
926	Dance Clubbin'
927	Easy Listening
928	Swinging Standards
929	Hip List
930	Groove
931	Maximum Party
932	The Chill Lounge
933	Pop Adult
934	Christian Pop & Rock
935	Jammin'
936	Gospel
937	Holiday Hits
938	Eclectic Electronic
939	Yak
940	Flashback 70's
941	Remember the 80's
942	Nothin' but go's
943	Jukebox Oldies
944	Jazz Masters
945	Jazz Now
946	Smooth Jazz
947	The Blues
948	Chamber Music
949	Classic Masters
950	Pop Classics

*Wood and Washington County
**Jackson County



Terms of Service & Equipment User Agreement

This Services Agreement ("Agreement") provides the terms under which CAS ("CAS") will provide Digital Phone Service, Internet and/or Digital Cable, including high-definition and DVR, ("Service") described on the accompanying Work Order and CAS equipment to you ("Customer"). This Agreement contains information about the Services and the relationship between Customer and CAS. This Agreement becomes effective on the date of the Installation reflected on the Work Order, or as otherwise agreed to by CAS and the Customer. Customer's use of the Service will be deemed acknowledgment that you have read and agreed to these terms of service. CAS Network Management details are posted and will be updated on www.cascable.com

1. Definitions.

- (a) "Agreement" means this CAS Service & Equipment User Agreement, as it may be amended from time to time by CAS.
- (b) "Applicable Tariff" means any tariff filed by CAS and incorporated herein by reference.
- (c) "CAS Equipment" or "Equipment" is as defined in Section 5.
- (d) "CAS Parties" means CAS and its corporate officers, employees and agents.
- (e) "Parties" means CAS and you the Customer, collectively.
- (f) "Service" means the CAS Digital Phone Service, Internet and/or Digital Cable, including high-definition and DVR.
- (g) "Software" means the computer software, if any, licensed by CAS to you to access the Phone Service or Internet, or licensed by CAS to you to facilitate installation or distribution of the Phone Service or Internet.
- (h) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by CAS to you regarding use of the Digital Phone Service, Internet and/or Digital Cable.
- (i) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 12, as it may be amended from time to time by CAS.
- (j) "Terms of Use" means all rules, terms and conditions described in this Agreement or otherwise established now or hereafter by CAS regarding permissible or impermissible uses of, or activities related to, the Digital Phone Service, Internet, and/or Digital Cable.
- (k) "You" or "your" or "Customer" means the subscriber account holder authorized by CAS to access and use CAS Digital Phone Service, Internet, and/or Digital Cable.

2. General.

(a) This Agreement, in addition to the documents described herein, establish the terms and conditions governing CAS' provision of Digital Phone Service, Internet Service, and/or Digital Cable Service to you. The Parties agree that the CAS Subscriber Privacy Notice, the CAS price list, and/or any applicable tariff(s) filed by CAS at your state Public Service Commission or appropriate regulatory body are incorporated by reference into this Agreement. To the extent that the terms of such tariff(s) conflict with the terms of this Agreement the Parties agree that the terms of this Agreement will prevail. CAS is not bound by any other representation, warranty, term or condition, or statements or agreements made by any employee or agent of CAS, other than as specifically described in this Agreement. This Agreement may be terminated by CAS at any time for any reason.

(b) CAS may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on the CAS website (currently located at www.cascable.com). Such changes will become binding on Customer on the date posted to the CAS website and no further notice by CAS is required. This Agreement as posted supersedes all previously agreed to electronic and written terms of service. If the customer does not consent to changes of service to this agreement and terminates the service, the customer will be responsible for any sums due hereunder in addition to any applicable disconnection fees.

(c) Use of Service and Equipment:

- (i) Residential Use of Service and Equipment. If you have subscribed to CAS' residential services, the Service and Equipment are provided to you as a residential user only, for your personal, residential, non-business and non-professional use. You agree that except as otherwise expressly provided in this Agreement, all terms and conditions of the Cable Television Service Agreement (including, without limitation, the disclaimer of warranty in such agreement(s)) will also govern the Digital Phone Service, Internet Service and/or Digital Cable Service, to the extent applicable.
- (ii) Business Use of Service and Equipment/Prohibition on Resale. If you have subscribed to CAS' business services, the Service and Equipment are provided to you as a business user. This means that you will not resell or transfer the Service or Equipment to any other person for any purpose, without prior, express written permission from CAS. You agree that the CAS Business Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting. CAS reserves the right to immediately terminate or modify the Service if CAS determines, in its sole discretion, that the Service is being used for any of the aforementioned activities.

(d) In order to receive the Service all of your accounts with CAS must be paid to current. You agree that the nonpayment of charges due for your CAS Phone Service, and/or cable broadband service, and/or cable television service, may result in disconnection of the Phone Service.

(e) YOU ACKNOWLEDGE AND UNDERSTAND THAT THE SERVICE MAY NOT FUNCTION IN THE EVENT OF POWER FAILURE. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE SERVICE WILL NOT WORK IF ANY OF THE NECESSARY EQUIPMENT IS UNPLUGGED OR OTHERWISE DISCONNECTED FROM NECESSARY POWER SOURCES. SHOULD THERE BE AN INTERRUPTION IN THE POWER SUPPLY, THE

SERVICE WILL BE POWERED BY BACKUP BATTERY SUPPLY, BUT MAY NOT FUNCTION UNTIL COMPLETE POWER IS RESTORED. ACCORDINGLY, UNDER CERTAIN CIRCUMSTANCES, INCLUDING IF THE ELECTRICAL POWER AND/OR CAS' CABLE NETWORK OR FACILITIES ARE NOT OPERATING, THE PHONE SERVICE, INCLUDING THE ABILITY TO ACCESS EMERGENCY 911, HEART MONITORS, LIFE ALERT SERVICES AND E911 SERVICES, WILL NOT BE AVAILABLE.

3. EMERGENCY SERVICES - 911 DIALING

(a) 911 ACKNOWLEDGEMENT AND WARNING LABELS. END USER ACKNOWLEDGES THAT CAS' EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME MANNER THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 3 AND END USER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES WHO MAY PLACE CALLS USING END USER'S SERVICES OF THE 911 LIMITATIONS DESCRIBED HEREIN. CAS WILL PROVIDE END USER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING. END USER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH PHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. IF ADDITIONAL LABELS ARE REQUIRED, END USER MAY REQUEST THEM FROM CAS. CAS WILL PROVIDE END USER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM END USER. BY AGREEING TO THESE TERMS OF SERVICE, END USER AGREES THAT CAS HAS ADVISED END USER OF THE CIRCUMSTANCES UNDER WHICH CAS E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. CAS URGES END USER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

(b) Registration of Physical Location Required.

(i) Location. For each phone number that you use for the Service, you must register with CAS the physical location where you will be using the Service with that phone number. IF YOU MOVE EQUIPMENT TO ANOTHER LOCATION, YOU MUST IMMEDIATELY REGISTER YOUR NEW LOCATION. IF YOU DO NOT REGISTER YOUR NEW LOCATION, ANY CALL YOU MAKE USING THE 911 DIALING FEATURE WILL BE SENT TO AN EMERGENCY CENTER NEAR YOUR OLD ADDRESS. A CHANGE OF LOCATION MAY TAKE UP TO A WEEK TO REGISTER SUCH THAT YOUR 911 CALLS ARE SENT TO THE APPROPRIATE LOCATION. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by notifying CAS by calling 1-800-339-4002. For purposes of the 911 dialing feature, you may only register one location at a time for each phone line you use with the Service.

(ii) Permitted Locations. Please note that you will only be able to register locations in Wood and Jackson Counties.

(c) Moving Phone Locations. Although the Service and Equipment are designed to function properly if moved to a different physical location, CAS strongly recommends against taking your Equipment on vacation or otherwise using it in multiple locations. As reflected, unless you update the physical location of your Equipment, 911 calls may not be sent to an emergency center near the location from which you are calling.

(d) Service Outages.

(i) Service Outages Due to Power Failure or Disruption. 911 dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 dialing, will not function until power is restored.

(ii) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 dialing, from functioning.

(iii) Service Outage Due to Suspension or Termination of Your CAS Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 dialing, from functioning.

(iv) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 dialing feature, may not function. You acknowledge that CAS is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

(v) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

(vi) Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public Phone networks.

(vii) Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service

(e) Liability Limitations. You acknowledge that as described in this Agreement, and elsewhere, that CAS, its officers and/or employees will not be liable to you or any entity or person using CAS' Digital Phone Service for any direct, indirect, incidental, special or consequential damages, claim or loss arising out of your use or inability to use the Phone Service, including your use or inability to use or access E911 or 911 services. You hereby waive any and all such claims or causes of action, arising from or relating to E911 or 911 service unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes intentional misconduct on the part of CAS, its officers and/or employees. You agree to indemnify and hold harmless CAS and CAS Partner Companies from any claim or action arising out of any E911 or 911 calling limitations or failures, including but not limited to your failure to follow correct activation procedures for E911 or 911 calling or your provision to CAS of information in connection therewith.

(f) You expressly agree that you will not have the option of subscribing to a "long-distance only" service, nor will you be able to subscribe to a separate local, toll or long distance provider for use in conjunction with the Phone Service.

(g) You expressly agree that the Phone Service may not be compatible with home security systems and that, in order to maintain any necessary alarm monitoring functions, you may be required to maintain a Phone wire connection to the local Phone company.

(h) CAS has the right at any time to add to, modify, or delete any aspect, feature or requirement of the Digital Phone Service. This includes (but is not limited to) equipment and system requirements. CAS shall also have the right to add to, modify, or delete any provision of this Agreement, any Terms of Use established by us, the Subscriber Privacy Notice, and the price list at any time. CAS will notify you of any significant change in these documents to the extent required by applicable law. If you continue to use the Service after CAS changes any of these documents and provide you notice of the changes, you will be deemed to have consented to the changes. If you do not agree to any changes, you should stop using the Service and notify CAS that you are terminating the subscription to the Phone Service.

(i) You represent and warrant that you are at least 18 years of age.

(j) You are responsible in all respects (including payment obligations) for all use of the Service under your account, whether or not you actually authorized the use. Your responsibility includes all calls to pay-per-call services, whether or not you actually authorized the call. You will be responsible for ensuring that all use of the Service under your account fully complies with this Agreement.

(k) You may not transfer all or a portion of your account, the Digital Phone Service or the CAS' Equipment to any other person or entity, or to a new residence or other location.

4. Charges.

(a) You agree to pay CAS for the following: (i) your recurring, monthly subscription fees for the Service, (ii) all usage-based charges, (iii) deposit(s), if any, and (iv) installation charges, if any. You also agree to pay all applicable local, state and federal fees and taxes. All charges are payable on the due date specified on the bill.

(i) Recurring monthly Services charges will be billed monthly in advance.

(ii) Charges based upon actual use of the Service will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list.

(b) If you do not pay your bill by the due date on the bill, CAS can charge you an administrative fee. Payment for the Service must be received by CAS on or before the due date stated on the bill. Failure to deliver payment by the due date is a breach of this Agreement. CAS reserves the right to change the administrative fee amount at any time in the future upon notice to you of the new amount.

(c) The availability of the Service is dependent upon you maintaining current accounts with CAS for any services purchased from CAS. If your Digital Phone Service account or any other account with CAS is past due, CAS may terminate the Digital Phone Service upon notice to you as required by applicable law. If CAS temporarily disconnects your Digital Phone Service because you failed to pay for the service, CAS will provide the same level and quality of any 911 or E911 services you had access to prior to the temporary disconnection. If you continue to fail to pay your bill, your service will be permanently discontinued and CAS will stop providing you with 911/E911 service.

(d) If you cancel the Digital Phone Service or the cable modem service, or if CAS discontinue either service for any reason including non-payment, and you wish to reconnect either service, you may be required, in addition to payment of all outstanding balances on all accounts with CAS, to pay a reconnect charge (where applicable) before reconnection.

(e) CAS may verify your credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on your credit standing. Regardless of credit standing, CAS may require a bank or credit card, or account debit authorization from you.

(f) CAS will charge a service fee for all returned checks and account debit, bank card or charge card charge backs.

(g) You will also be responsible for all other expenses (including reasonable attorneys' fees) incurred by CAS in collecting any amounts due under this Agreement that you have failed to pay.

5. Installation, Equipment and Cabling.

(a) Installation and related equipment for a standard installation are described in CAS' price list. Additional charges for a non-standard installation are also described in CAS' price list.

(b) In order to provide you with the Phone Service, CAS will physically disconnect your existing service to the local Phone company. By accepting the Phone Service, you agree that CAS may disconnect your existing service to the local Phone company, and that CAS may disconnect, rearrange, splice or otherwise manipulate the existing Phone wiring on your premises on your behalf in order to connect the premises to the Phone Service. You authorize CAS to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment.

(c) Any equipment provided by CAS to you and not purchased by you will be considered "CAS Equipment" (also referred to in this Agreement as "Equipment") and will be subject to Section 4(h) below. Any cabling installed by CAS will remain the property of CAS except as otherwise required by applicable law.

(d) CAS will have no obligation to install, support, maintain, repair or replace any computer equipment, cable modem, phone, fax machine, cabling or other equipment that is not CAS Equipment.

(e) CAS and its authorized agents may enter your premises, access CAS Equipment and access your computer(s) periodically during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace or alter the Equipment, to install or deliver the Software, or to disconnect and remove the Equipment.

(f) CAS will have the right to upgrade, modify and enhance the CAS Equipment and Software from time to time through "downloads" from our network or otherwise.

(g) If you are not the owner of the premises at which Equipment and Software are to be installed, you warrant that you have obtained the consent of the owner of the premises for CAS personnel and/or its agents to enter the premises for the purposes described in this Section 5. You will indemnify and hold CAS harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.

(h) CAS Equipment and Cabling.

(i) The CAS Equipment not purchased by you is and at all times will remain the sole and exclusive personal property of CAS. You will acquire no ownership or other interest in this Equipment by virtue of payments made pursuant to this Agreement or the attachment of any portion of the Equipment to your residence or otherwise.

(ii) You will not open, alter, misuse, tamper with or remove the CAS Equipment, and you will leave it as it was and where it was when CAS installed it. You will not remove any markings or labels from the Equipment indicating CAS ownership or serial or identity numbers. You agree to safeguard the CAS Equipment from loss or damage of any kind, and (except for any self installation procedures approved by CAS) will not permit anyone other than a CAS authorized representative to perform any work on the CAS Equipment.

(iii) If and when your Service is disconnected or cancelled (for whatever reason) you agree that you no longer have the right to keep or use the CAS Equipment. In such event, you must return the Equipment in the same condition as when received, ordinary wear and tear excepted. You will promptly return the Equipment. If you do not promptly return the Equipment, CAS may enter any premises where the CAS Equipment may be located for the purpose of disconnecting and retrieving the CAS Equipment. Failure of CAS to remove its Equipment does not mean that CAS has abandoned the Equipment. If you fail to return the Equipment, you will pay any expenses CAS incurs in retrieving it. CAS may charge you a continuing monthly fee until any remaining Equipment is returned, collected by CAS or fully paid for by you in accordance with Section 4(h)(v). The current fee is listed in the list of charges on the price list can be provided on request.

(iv) If the CAS Equipment is damaged, destroyed, lost or stolen while in your possession, you are liable for the cost of repair or replacement of the Equipment. If the Equipment is not returned to or retrieved by CAS as described in Section 4(h)(iii) upon termination of the Phone Service, you will pay CAS, on demand, the collection fee for unreturned CAS Equipment provided in the price list and/or any applicable tariff(s) (without any deduction for depreciation, wear and tear or the physical condition of the Equipment).

(v) If you fail to return the Equipment, CAS can charge your bank account or credit card the amounts described in Sections 4(h)(iii) and 4(h)(iv), in addition to any other remedies or collection efforts. If CAS charges you a security deposit, our obligations regarding the security deposit will be governed by the terms of the deposit receipt provided to you at the time the deposit was collected.

(vi) If and when your Service is disconnected or cancelled, CAS may (but is not obligated to), remove any cabling installed by CAS on your premises, subject to applicable laws and regulations.

(i) Software. If CAS licenses any Software to you, you may only use this Software as described in this Agreement. You will not do, or allow anyone else to do, any of the following: any additional copying; any translation, reverse engineering or reverse compiling; or disassembly or modification of or preparation of any derivative works based on the Software. All of these activities are prohibited. If your Service is cancelled or disconnected, you will promptly return or destroy all Software provided by CAS and any related written materials.

6. Subscriber Conduct.

(a) You will not resell or redistribute (whether for a fee or otherwise) the Service, or any portion of the Service. You will not otherwise charge others to use the Service, or any portion of the Service.

(b) You will not use the Service for any unlawful purpose, or for any use which you have not obtained all required governmental approvals, authorizations, licenses, consents and permits. CAS may shut down your Service, without prior notice, if CAS finds, in our sole judgment, that your use is unauthorized or fraudulent.

(c) CAS may shut down your Service, without prior notice, if CAS finds, in our sole judgment, that your use of the Service is causing interference to others or you have tampered or allowed others to tamper with CAS Equipment. CAS may also shut down your Service, without prior notice, if there exist hazardous conditions that would make your continued use of the Service unsafe.

(d) You may not assign, or transfer in any manner, the Service or any rights associated with the Service without the prior written consent of CAS. CAS will permit you to transfer your Service to another person or entity if you have paid all charges owed to CAS. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and the non-recurring installation charges provided in the price list and any applicable tariff(s) will apply.

(e) If CAS determines, in our sole discretion that any Internet customer is utilizing an excessive amount of bandwidth when compared to similarly situated customers, CAS reserves the right to convert customer to a metered service, cancel or suspend customer's Internet service. If service is terminated due to excessive usage, you will not be eligible for either residential or commercial Internet service for twelve months.

(f) Customer agrees to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable local, state, and federal laws designed to protect rights and privacy of children.

(g) Customer agrees that transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening, indecent or obscene, or material protected by trade secret. You agree not to use the Service, including but not limited to the cable modem and any software provided by us for any illegal, abusive or fraudulent purpose, or to achieve unauthorized access to any computer systems, software, data or other copyright or patent protected material. If you do, you acknowledge that you may be referred by CAS to appropriate law enforcement agencies or possible termination of Internet service per requirements of copyright holder.

(h) Customer agrees not to use the Service or cable modem for any illegal purpose, to achieve unauthorized access to another party or person's computer systems, software, data or other copyright or patent protected material (commonly referred to as "hacking"). You agree not to try and penetrate any computer system, in which you do not have authorization to do so. You agree not to intentionally interrupt the service of our network or use any tools designed to capture information illegally or compromise security. Your violation of any of these promises is grounds for immediate termination of Service.

(i) Customer agrees not to send unsolicited mail to our subscribers or any other groups or persons without our explicit written permission for each instance of communication. You further agree not to upstream-unsolicited distribution lists in e-mail or other mass unsolicited e-mail (commonly referred to as "spamming"). If a third party regarding the suitability of your content challenges us, we may, at our sole discretion, suspend your Service.

(j) Customer agrees not to use the Service to send, receive, or post any information that infringes on the trademarks, copyrights, patents, or trade secrets of others. If a third party regarding the suitability of your content challenges us, we may, at our sole discretion, suspend your Service.

(k) Customer agrees not use the Service to intentionally transmit computer viruses, worms, or any other malicious software code designed to harm others or their equipment. You also agree to do your best to limit any unintentionally spreading of computer viruses, worms, or any other malicious software code.

(l) Customer agrees not to intentionally cause or attempt to cause interruptions in the Service through the use of software programs or any other means. You agree not to try and disrupt CAS' normal network operations or that of other entities.

(m) Customer agrees that if subscribing to the residential phone service that Customer phone usage will be consistent with typical residential voice usage. If CAS determines, in our sole discretion, that any residential phone customer's usage is not typical compared to similarly situated customers, CAS reserves the right to convert customer to a "local" only service, cancel or suspend customer's service. If service is terminated due to excessive usage, you will not be eligible for either residential or commercial phone service for twelve months.

7. Review and Enforcement.

(a) CAS may suspend your account, or cancel your account with notice as required by applicable law if CAS determines in its discretion that you have violated this Agreement or any of the Terms of Use. CAS may suspend or cancel your account even if you have only violated this Agreement or the Terms of Use once. If your account is suspended, you will not be charged for that period of

time. If your account is canceled, you will be refunded any pre-paid fees minus any amounts due CAS.

(b) You agree that CAS will have the right to take any action that CAS deems appropriate to protect the Service or CAS' facilities and CAS Equipment.

8. Support; Service and Repairs. CAS will repair damage to or, at our option, replace CAS Equipment, and otherwise attempt to correct interruptions of the Service, due to reasonable Equipment wear and tear, or technical malfunction of the CAS system or network, at our expense. The Subscriber Materials contain details on contacting CAS for this support. CAS has no other responsibility for support, maintenance or repair of any equipment, software or service, whether provided by a third party or you. For assistance with other technical problems, you should refer to the Subscriber Materials or the price list and/or any applicable tariff(s) for the Service. If any other support services are available from CAS, such services will be at additional charges as described in CAS' price list and any applicable tariff(s).

9. Service Interruptions; Force Majeure. CAS will credit your account for interruptions in Service that are not due to (i) your negligence or noncompliance with this Agreement and/or your noncompliance with the price list and/or any applicable tariff(s) or (ii) the operation or malfunction of the facilities, power, or equipment that you have provided. Such credits will be provided according to the credit policy described in the price list and/or any applicable tariff(s) for the part of the service that the interruption affects. Any such credit will be refunded on the next practicable bill for the Service issued by CAS to you. The CAS Parties will have no liability, including as described in this Section 10, for interruption of the Service due to circumstances beyond its control, including (without limitation), acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

10. Disclaimer of Warranty; Limitation of Liability.

(a) YOU AGREE THAT THE SERVICE IS PROVIDED BY CAS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. CAS MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU FURTHER AGREE THAT ALL USE OF THE SERVICE IS AT YOUR SOLE RISK.

WITHOUT LIMITING THE FOREGOING:

NONE OF THE CAS PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA CAS' FACILITIES OR THE PHONE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR PHONE COMMUNICATIONS. YOU AGREE THAT NONE OF THE CAS PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. YOU HAVE THE SOLE RESPONSIBILITY TO SECURE YOUR COMPUTER AND PHONE COMMUNICATIONS.

(b) YOU UNDERSTAND THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO YOUR COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. YOU WILL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE CAS PARTIES WILL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 7(a) AND 9 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY CAS PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PHONE SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES, ANY ACTION TAKEN TO PROTECT THE SERVICE, OR THE BREACH OF ANY WARRANTY.

(d) YOU HEREBY AGREE THAT THE PROVISIONS OF THIS SECTION 10 WILL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICE, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE CAS PARTIES.

(e) CAS SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: 1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; 2) EQUIPMENT, NETWORK OR FACILITY FAILURE; 3) EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION; 4) FORCE MAJEURE EVENTS SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD; STRIKES, FIRE; WAR; RIOT; GOVERNMENT ACTIONS; 5) EQUIPMENT NETWORK OR FACILITY SHORTAGE; 6) EQUIPMENT OR FACILITY RELOCATION; 7) SERVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO CUSTOMER; OR 8) ANY OTHER CAUSE THAT IS BEYOND CAS' CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATIONS, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. CAS' LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME.

(f) CAS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE SERVICE OR THE EQUIPMENT FOR A PARTICULAR PURPOSE. CAS DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT SERVICE FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER CAS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO CAS' OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD,

REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CAS' OR ITS SERVICE PROVIDER'S OR VENDOR'S NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY CAS OR CAS' AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

(g) IN NO EVENT SHALL CAS, ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, AFFILIATE OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCTS LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT CAS WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

11. Indemnification. You agree to defend, indemnify and hold harmless CAS from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service by you or otherwise arising out of the use of your account or any equipment or facilities in connection therewith, or the use of any other products or services provided by CAS to you.

12. Privacy.

(a) Your privacy interests, including your ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws, is as described in CAS' Subscriber Privacy Notice. You acknowledge receipt of the Subscriber Privacy Notice.

(b) CAS may collect (whether automatically or otherwise) and share (with other CAS Parties) information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act of 1934) relating to you that CAS may acquire as a result of the provision of the Service. You hereby expressly consent to the collection by, and sharing between, CAS and other CAS Parties of such information.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, CAS will have the right (except where prohibited by law notwithstanding your consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. By accepting the Service, you consent to such actions or disclosures.

13. Arbitration. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (BUT NOT ANY CLAIMS ARISING OUT OF COMMERCIAL ACTIVITIES OR THE THEFT OR OTHER UNAUTHORIZED RECEIPT OF ANY CAS CABLE SERVICE ON THE PART OF YOU) WILL BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE YEAR UNDER THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR ANY CONSUMER RULES ADOPTED BY THE AMERICAN ARBITRATION ASSOCIATION TO WHICH BOTH PARTIES AGREE), EXCEPT THAT EITHER PARTY MAY SEEK EQUITABLE OR INJUNCTIVE RELIEF ONLY IN AN APPROPRIATE COURT OF LAW OR EQUITY. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW OR EQUITY. THE ARBITRABILITY OF DISPUTES WILL BE DETERMINED BY THE ARBITRATOR. ANY AWARD OF THE ARBITRATOR WILL BE IN WRITING AND WILL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR WILL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS DESCRIBED IN OR EXCLUDED UNDER SECTIONS 8 AND 9 OF THIS AGREEMENT. THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1 TO 16, WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS PARAGRAPH. EACH PARTY WILL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) WILL BE SHARED EXCEPT THAT YOU MAY RECOVER HIS/HER FILING AND ARBITRATOR(S) FEES IF YOU ARE THE PREVAILING PARTY. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS FEES OR PUNITIVE DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. CONSOLIDATED OR CLASS ACTION ARBITRATIONS WILL NOT BE PERMITTED. THE ARBITRATOR WILL NOT HAVE THE POWER TO ORDER PRE-HEARING DISCOVERY OF DOCUMENTS OR THE TAKING OF DEPOSITIONS, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND THE PRODUCTION OF DOCUMENTS AT THE HEARING.

14. Entire Agreement. All previous written agreements between you and CAS are superseded by this Agreement, the accompanying work order, any Terms of Use or other rules now or hereafter specified by CAS for the Service, and the price list and/or any applicable tariff(s) on file with the West Virginia Public Service Commission, which constitute the entire agreement between you and CAS. Your subscription, customer agreement or terms and conditions relating to your cable television or cable modem service with CAS Parties will remain in full force and effect. Acceptance of the Service constitutes acceptance of the terms and conditions of this Agreement.

15. Term. This Agreement will remain in effect until terminated by either party or superseded by a revised agreement for Service.

16. Continuity of Service. In order to provide continuity of service to you if the Digital Phone Service is no longer available over CAS' cable system, you agree that CAS may provide an alternative phone service. In such event, CAS will notify you of the date as of which you will begin receiving the alternative phone service, which will also be governed by this Agreement, and CAS will provide to you a price list and/or any applicable tariff(s) for such alternative service. You will have the right at any time to terminate the alternative phone service or to change your subscription to any other phone service then offered by CAS.

17. Interpretation; Severability. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as described in this Agreement, and the remainder of this Agreement will remain in full force and effect.

18. Consent to Electronic Notice. Unless otherwise specified, all notices described in this Agreement or required under applicable law will be provided by CAS by such means as CAS will determine in its discretion. Without limiting the foregoing, you agree that CAS may provide any of these notices via email or posting on a CAS site, including (without limitation) notice of changes to this Agreement and the Terms of Use or the Privacy Notice.

19. Waiver. Failure by CAS to enforce any of its rights under this Agreement will not constitute a waiver of any such rights. No waiver by either party of any breach or default will be deemed to be a waiver of any preceding or subsequent breach or default.

20. Choice of Law. This agreement is governed by the laws of the State of West Virginia, without regard for its choice of law provisions.

21. Number Transfer on Service Termination. Upon termination of Service, CAS may, solely at CAS' discretion, release the telephone number that was ported to CAS by you, if any, and used in connection with your Service provisioned by CAS to your new service provider, if such new service provider is able to accept such number, and provided: (i) your CAS account is paid in full, including payment for all charges and disconnect fees; and (ii) you request the transfer upon terminating your account.

22. Telephone Number Portability.

(a) Customer Request for Current Number Port. Upon applying for the Service, CAS may, at Customer's request, attempt to transfer (i.e., "port") your current telephone number(s) into our system. You understand and hereby warrant that CAS cannot control the time and duration of the number porting process and that there will be no credit issued for the time between when you request the number port and the actual date any such transfer occurs.

(b) Terms of Number Portability. In the event you are transferring an existing local phone number for use in connection with the Service, the following terms and conditions apply:

(i) You hereby authorize CAS, or any agent working on behalf of CAS, to process your order for the Service and to notify your current local telephone company of your decision to switch your local services to the Service and to transfer your telephone number, and represent that you are authorized to take these actions.

(ii) You agree that you must install and activate your Equipment prior to the time on which the number switch becomes effective ("Port Effective Date").

(iii) CAS has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number

23. Service is not Telephone Service. You acknowledge and understand that the Digital Phone Service is not a telephone service. Important distinctions exist between telephone service and the Service provided by CAS. The Service may be subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State regulatory agencies.

24. Incompatibility With Other Services.

(a) Home Security Systems. You acknowledge and understand that the Service may not be compatible with your home security system. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

(b) Other Communications Equipment. You acknowledge and understand that you may experience difficulties when using the Service in conjunction with certain non-voice communications equipment, including, but not limited to, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against CAS for interference with or disruption of such systems due to the Service.

(c) Dialing Options. You acknowledge and understand that you cannot make 500, 700, 900, 976, 0+ collect calls or dial around calls (e.g., 1010-XXXX). In addition, you agree that this service does not support n11 calling with the exception of 411 and 911.



TO: Ben Adams, Chairman
Charleston City Council Select Committee on Cable Franchise

Kevin Baker, City Attorney

FROM: Andy Wood, Finance Director

A handwritten signature in blue ink, appearing to be "AW", is written over the "FROM:" line.

DATE: November 10, 2021

RE: CAS Cable Franchise Application – Financial Condition

I, along with Interim City Auditor Jennifer Vickers, CPA, CICA, had the opportunity to interview and review certain financial statements and financial projections of new cable franchise applicant CAS Cable to investigate and assess the financial condition of the applicant.

Since CAS Cable is a closely held private company, the specific details of that review are not available for public dissemination, but the data provided shows that the applicant is generally a financially responsible company and has the financial capacity to provide for the expansion of their footprint into Charleston. CAS Cable has a plan to finance the construction and continuing operation of its cable system into Charleston.

In my opinion, CAS Cable has demonstrated a positive financial condition and finances should not pose a barrier to the City granting a cable franchise.

Should you have any questions, please do not hesitate to contact me at 304-348-8014 or by email at andy.wood@cityofcharleston.org.



January 4, 2019

Via Certified Mail 7018 1830 0001 2290 8367

Hon. Danny Jones
Mayor
City of Charleston
501 Virginia Street East
Charleston, West Virginia 25301

Re: Franchise Renewal Notification

Dear Mayor Jones:

Our records indicate that our cable television franchise with the City of Charleston is due to expire on December 3, 2021.

Federal law governs renewal procedures. The Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection Act of 1992 requires that the Franchisee provide notification to the City of its intent to seek renewal 30-36 months prior to the expiration of the current franchise. Cebridge Acquisition, LLC of course, wishes to continue to provide service to the City of Charleston, and is by this letter and in accordance with federal regulations, informing you of its intention to seek renewal of the franchise.

The Cable Act also allows the parties to reach a mutually beneficial agreement for franchise renewal through formal or informal negotiations. Cebridge Acquisition, LLC undertook the informal process with the City in our previous renewal. We seek to reach agreement using the informal process again for the upcoming renewal.

We are proud to be able to serve the residents of Charleston and look forward to serving you in the future. If you have any questions concerning this process, please call me at 681-209-6897.

Sincerely,

Erin Jones
Director, Government Affairs

Cc: Robert Hoch, Esq. Counsel, Local Government and Regulatory Affairs

FRANCHISE AGREEMENT

This Franchise Agreement is between the CITY OF CHARLESTON, WEST VIRGINIA, a Municipal Corporation (hereinafter referred to as "CITY" or "FRANCHISE AUTHORITY") and CEBRIDGE ACQUISITION, LLC, doing business as SUDDENLINK COMMUNICATIONS, (hereinafter referred to as "SUDDENLINK" or "FRANCHISEE")

The City Council finds as follows:

A. Suddenlink filed an Application For Renewal Of A Cable Franchise ("Application") to construct, operate and repair a Cable System in, over, along and under City roads and appropriate Rights-of-Way in the City of Charleston for the purpose of providing Cable Service.

B. The City has conducted hearings to consider Suddenlink's compliance with the terms of the existing franchise and with applicable law; the quality of Suddenlink's service in light of community needs; the financial, technical, and legal qualifications of Suddenlink; and to determine whether Suddenlink's plans for constructing and operating its System are adequate to meet the future cable-related community needs and interests.

C. The City has relied on Suddenlink's written representations and has considered all information Suddenlink has presented to it.

D. The City Council, having considered the interests proposed and advanced, has found that the renewal of the non-exclusive Franchise requested, subject to conditions, is in the public interest.

E. Suddenlink is willing to accept the conditions on the Franchise renewal; and

F. The Charleston City Council held a public hearing on the Application on the 21st day of November, 2016, after providing legal notice of the Application and of the hearing, as required by law.

Upon the adoption of a Cable Ordinance by the City Council, the City hereby grants a cable television franchise to Suddenlink as follows:

SECTION 1

Definition of Terms

1. Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, (the "Cable Act"), The Cable Television Systems Act, *West Virginia Code §24D-1-1 et seq.*, ("West Virginia Cable Law"), and relevant City of Charleston ordinances (collectively "Applicable Law"), all as amended from time to time, unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1.1. Access, PEG Access, or PEG Use. The availability of the Cable System for Public, Education or Government ("PEG") use by various agencies, institutions, organizations, groups, and individuals, including the City and its Designated Access Providers, to acquire, create, and distribute video communications not under Franchisee's editorial control, including, but not limited to:

1.1.1. Public Access or Public Use means Access where organizations, groups, or individual members of the general public, on a non-discriminatory basis, are the designated programmers or users having editorial control over their communications;

1.1.2. Education Access or Education Use means Access where Schools are the designated programmers or users having editorial control over their communications;

1.1.3. Government Access or Government Use means Access where government institutions or their designees are the designated programmers or users having editorial control over their communications;

1.2. Basic Service. Any service tier which includes the retransmission of local television broadcast signals.

1.3. Cable Ordinance. Bill Number 7720 adopted November 21, 2016 approving the renewal of a cable television franchise now held by Cebridge Acquisition, LLC.

1.4. Cable Service. (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) the subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.5. Cable System. Shall be as defined in the West Virginia Cable Law and, as used herein specifically refers to the Franchisee's Cable System. A reference to a Cable System includes pedestals, enclosures (such as equipment cabinets), amplifiers, power guards, nodes, cables, fiber optics and other equipment necessary to operate the Cable System.

- 1.6. Channel. A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a standard NTSC broadcast video programming service whether in an analog or digital format. The definition does not restrict the use of any Channel to the transmission of analog television signals.
- 1.7. Designated Access Provider. A non-commercial entity or entities designated by the City to manage some or all of the PEG Channels, facilities and equipment.
- 1.8. Franchise Area. The Franchise Area shall include all areas within the City Limits as currently exist, and as may be extended during the period of the Franchise.
- 1.9. Franchise. The nonexclusive rights granted pursuant to this Agreement, and any amendments, exhibits, or appendices hereto, to construct, operate, and maintain a Cable System along the public Right-of-Way within the Franchise Area.
- 1.10. Franchisee. Cebridge Acquisition, LLC, doing business as Suddenlink Communications.
- 1.11. Gross Revenues. Any and all revenues derived directly or indirectly, now or in the future, by the Franchisee, its affiliates, subsidiaries, parent company, and any person in which the Franchisee has an interest, from the operation of the Cable System to provide Cable Service; provided, however, that gross revenues shall not include any taxes, fees or assessments of general applicability collected by Franchisee from Subscribers for pass-through to a government agency.
- 1.12. Person. An individual, partnership, association, organization, corporation, trust or government entity.
- 1.13. Standard Drop. An aerial connection extending no more than 150 feet from the potential Subscriber's demarcation point to the point nearest the property line on the public Right-of-Way from which Cable Service can be provided to that Subscriber most economically.
- 1.14. PEG Channel. Any capacity on a Cable System set aside by a Franchisee for PEG Use, including by way of example and not limitation, a digital PEG Channel or an analog PEG Channel.
- 1.15. School. Any accredited public or private, non-profit primary and secondary schools and colleges (which term includes all accredited post-secondary institutions, including by way of example and not limitation, community colleges, technical colleges and universities).
- 1.16. Subscriber. Any Person lawfully receiving Cable Service from the Franchisee.
- 1.17. Subscriber Network. Fibers, coaxial cables and the electronic devices required to activate the same that are used primarily in the transmission of Cable Service to residential Subscribers.
- 1.18. Transfer. Shall Mean any transaction in which:
 - 1.18.1 The Cable System is sold or assigned;
 - 1.18.2 There is any change, acquisition, or transfer of control of the Franchisee or its direct or indirect parents, whether by merger, consolidation, sale of assets or ownership interests, or by any other means. A Transfer shall be deemed to have

occurred whenever there is a change, acquisition or conveyance of control of a general partner, of more than a twenty percent (20%) ownership in the Franchisee or its direct or indirect parents by any entity, or a group of entities acting in concert. However, a Transfer also occurs whenever there is a change in actual working control, in whatever manner exercised, over the affairs of the Franchisee or its direct or indirect parents.

- 1.18.3 The rights and/or obligations held by the Franchisee are transferred, sold, assigned, or leased, in whole or in part, directly or indirectly to another party.

SECTION 2

Grant of Franchise; Limits and Reservations.

2.1 Grant. A Cable System Franchise is hereby granted to Franchisee, subject to the conditions set forth in this Agreement and all Applicable Laws. This Franchise grants the right, subject to conditions, to construct, operate and repair a Cable System in, over, along and under City Rights-of-Way within the City of Charleston for the purpose of providing Cable Service, and for providing an institutional network ("I NET") and other facilities or services for PEG Use of the Cable System, commencing on the Effective Date of the Franchise through and including December 3, 2021, unless terminated prior to that date in accordance with the Franchise or Applicable Law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of five (5) years, commencing on the Effective Date of this Franchise as set forth in subsection 14.5.

2.3 Relation to Other Provisions of Law.

- 2.3.1. The Franchise issued by the City is subject to, and Franchisee must exercise all rights granted to it in accordance with Applicable Law. This Franchise does not confer rights upon the Franchisee other than as expressly provided herein, or as expressly provided under other Applicable Law. No privilege or power of eminent domain is bestowed by this grant. All rights and powers of the City now existing or hereafter obtained are reserved except as expressly provided to the contrary in the Franchise. Nothing passes by implication under this Franchise. Subject to the foregoing, Franchisee shall provide the Cable Service required hereunder throughout the Franchise Term and any holdover term, and shall make any Cable Service it provides over its Cable System available to all entities in its Franchise Area, subject to the line extension provisions herein.
- 2.3.2. This Franchise and all rights granted under the Franchise are subject to the City's police and other powers. However, once the Franchise grant is effective, this Franchise is a contract and except as to those changes which are the result of the City's exercise of its police and other powers, neither party may take any unilateral action which materially changes the explicit mutual promises in this contract.

- 2.3.3. The Franchise shall be interpreted to convey limited rights and interests only as to those City Rights-of-Way in which the City has an actual interest and only to the extent and for the purposes set out in the Franchise. The grant of the Franchise is not a warranty of title or interest in any Right-of-Way; it does not provide the Franchisee any interest in any particular location within the Rights-of-Way. The issuance of the Franchise does not deprive the City of any powers, rights or privileges it now has or may later acquire in the future to use, perform work on, construct, operate or repair facilities or systems in, or regulate or control the use of the Rights-of-Way.
- 2.3.4. The Franchise issued and the franchise fee paid hereunder are not in lieu of any other required permit, authorization, fee, charge or tax. Without limiting the foregoing, the City, among other things, does not waive the requirements of, or the Franchisee's duty to obtain, all applicable permits, and to comply with the conditions thereof; to comply with zoning laws; or to comply with codes, ordinances and regulations governing the construction of the Cable System.

2.4 Interpretation and Conflicts.

- 2.4.1 In the event of a conflict between the Cable Ordinance and this Agreement as of its effective date, the Cable Ordinance shall control except where expressly provided otherwise in the Agreement.
- 2.4.2 The provisions of this Franchise shall be liberally construed in favor of the public interest in order to effectuate its purposes.
- 2.4.3 This Franchise is only for the provision of Cable Service. It shall not act as a bar or in any respect prevent imposition of additional or different conditions, including additional fees related to the provision of, or the use or occupancy of the Rights-of-Way to provide, non-cable services. Nothing in this section is intended to expand or contract the City's rights to regulate non-cable services.

2.5 Affiliates Must Comply. Any Affiliate or joint venture or partner of the Franchisee involved in the management or operation of the Cable System in the City that would constitute a cable operator of the Cable System is subject to the limitations of, and shall comply with the terms and conditions of the Franchise. The Franchisee shall be fully liable for any act or omission of an Affiliate that controls the Franchisee or is responsible in any manner for the management of the Cable System that results in a breach of this Franchise or a violation of the Cable Ordinance, as if the act or omission was the Franchisee's act or omission.

2.6 Relation to Prior Franchise. As of the effective date of this Franchise, the franchise previously held by the Franchisee is superseded and of no further force and effect. Subject to any applicable statute of limitations, nothing in this paragraph shall be deemed to release the Franchisee from any liability arising under the prior franchise during the time it was in effect, including, but not limited to, Franchisee's compliance with the franchise fee requirements of prior franchise agreements. In the event the City determines that an audit for compliance in a prior period is necessary, Franchisee shall be responsible

for the cost of an independent audit. Franchisee shall provide proof satisfactory to the City that it will continue to provide the same or greater indemnity required under the prior franchise, and that it continues to maintain adequate insurance for injuries to persons or property that may have occurred during the prior franchise term, subject to any limitations to which the City may have agreed in settlement of claims arising under the prior franchise.

2.7 Validity. Both parties waive any claim or defense that any provision of this Franchise, or any provision of the Cable Ordinance is unenforceable or otherwise invalid or void. Neither party waives the right to challenge the validity of any other Applicable Law.

2.8 Effect of Franchise Acceptance. By accepting the Franchise, the Franchisee:

2.8.1 Acknowledges and accepts the City's legal right to issue and enforce the Franchise;

2.8.2 Accepts and agrees to comply with each and every provision of this Franchise; and

2.8.3 Agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

2.9 Franchisee Bears Its Own Costs. Unless otherwise expressly provided in this Franchise, all acts that the Franchisee is required to perform under this Franchise or the Cable Ordinance must be performed at its own expense.

2.10 No Waiver.

2.10.1 No course of dealing between a Franchisee and the City, or any delay on the part of the City or Franchisee in exercising any rights shall operate as a waiver of any such rights, except to the extent expressly waived; *provided that*, nothing in this section is meant to alter any renewal protections afforded by 47 U.S.C. §546(d).

2.10.2 Waiver of a breach of this Franchise is not a waiver of any other breach, whether similar or different from that waived. Neither the granting of the Franchise nor any provision herein shall constitute a waiver or bar to the exercise of any governmental right or power of the City, including without limitation the right of eminent domain.

2.11 No Recourse. Without limiting such immunities as the City or other Persons may have under Applicable Law, and to the maximum extent permitted by State law, Franchisee will have no monetary recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damage arising out the construction, operation or repair of its Cable System, or the activities of the City or any entity authorized by the City to use Rights-of-Way or other public property.

2.12 Severability. In the event that a court or agency or legislature of competent jurisdiction acts or declares that any nonmaterial provision of this Franchise is unenforceable according to its terms, or otherwise void, said provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other

provisions hereof. In the event that a court or agency or legislature of competent and controlling jurisdiction acts so that any material provision of this Agreement is unenforceable according to its terms, or is otherwise void, the parties agree to immediately enter into negotiations in good faith to restore the relative burdens and benefits of this Franchise, consistent with Applicable Law. If the parties are unable to agree to a modification of this Franchise within 60 days, either party may with 90 days prior notice, terminate or shorten the Franchise term; or resort to litigation to seek any available equitable relief; or do both. However, if a party does seek equitable relief before the effective date of termination or shortening, the termination or shortening will be stayed pending the resolution of the judicial proceedings. Each party agrees to participate in up to sixteen hours of negotiation during the 60-day period. Notwithstanding the foregoing, if a party believes a provision is not material, it must so notify the other party within 14 days of a request by such other party that it enter into negotiations, or else the materiality claim is waived. The obligation to negotiate is not tolled, and the parties must discharge their negotiation responsibility notwithstanding the dispute as to materiality. The remedies provided for herein do not prevent a party from contending that a particular provision is enforceable, or foreclose any remedies if a provision is enforceable.

2.13 Effect of Change in Law. In the event that State or Federal laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, that such laws, rules or regulations validly acted to preempt such provision. In the event such State or Federal law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed, so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City.

SECTION 3 **Transfer**

3.1 Procedures for Transfer. Franchisee agrees that the rights granted to it by the City are personal in nature and held in trust. No Transfer may occur without the prior consent of the City, which shall not be unreasonably withheld. An application for a Transfer, containing all information required under Applicable Law, must be filed before a request for a Transfer will be considered by the City and such application will be considered in accordance with the provisions of Applicable Law.

SECTION 4 **Indemnification and Insurance**

4.1. Indemnification. Without limiting and expressly preserving all immunities that the City has under Applicable Law, and to the maximum extent permitted by Applicable Law, the Franchisee shall, by acceptance of the Franchise granted herein, hold harmless, indemnify and defend the City, its officers, boards, commissions, agents, and employees for all claims for injury

to any Person or property caused by the negligence of Franchisee, or resulting from any condition or act of omission or commission or error in judgment of Franchisee, in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify, defend and hold the City, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Franchisee, or the result of any condition or act of omission or commission or error in judgment of Franchisee, arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System; provided, that the City shall give the Franchisee written notice of Franchisee's obligation to indemnify and defend the City within ninety (90) days of receipt of a claim or action pursuant to this section. The City's failure to provide such notice, however, shall not nullify the Franchisee's obligation to indemnify and defend the City. In the event any such claim arises, the City shall tender the defense thereof to the Franchisee, the Franchisee shall be obligated pursuant to the terms herein to accept said tender, and the Franchisee shall have the right to defend, settle or compromise any claims arising hereunder, at its own expense. If the City determines in good faith that its interests cannot be represented by the Franchisee, the Franchisee shall be excused from any non-monetary obligation to represent the City; provided, however, the decision of the City to obtain its own representation shall not serve to nullify the Franchisee's monetary obligation to indemnify the City for the cost of its defense and any amounts for which the City is found liable. Notwithstanding the foregoing, the Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the City's use of the Cable System, including any PEG channels. The indemnity provided for herein shall be deemed in addition to and in no way a limitation upon the City's and its agents' right of common law indemnification from Franchisee.

4.2 Insurance.

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

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

- B. The City shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Franchisee shall furnish the City with current certificates of insurance evidencing such coverage upon request.

SECTION 5

Service Obligations

- 5.1 No Discrimination.** The Franchisee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.
- 5.2 Privacy.** The Franchisee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).
- 5.3 No Limitation.** Nothing herein prevents the City from adopting additional non-discrimination and privacy requirements by ordinance, resolution or regulation, which provisions, if otherwise permitted under Applicable Law, shall apply to Franchisee.

SECTION 6

Service Availability

6.1 Provision of Service. Within the Franchise Area, Franchisee shall provide Cable Service upon request for no more than the prevailing installation charge, but without charging for line extension where there is either a minimum density of twenty-five (25) residential units per aerial or underground mile or where thirteen (13) locations per mile contract to subscribe to Cable Service for one year. Where these standards are not satisfied, service will be extended upon request for no more than the then-prevailing installation charge if the Person or Persons, other than those entitled to a free drop, requesting service contract to pay a pro rata share of the cost of extending the plant to the point nearest the potential Subscriber's property line on the public Right-of-Way from which Cable Service can be provided most economically to that potential Subscriber. For new subdivisions, the Franchisee shall extend service at no charge to the developer if the planned density exceeds the minimum levels, or for a pro rata share of costs where it does not; provided that where construction will be underground, this sentence will not apply unless the developer provides reasonable advance notice so that the Franchisee can participate in joint trenching.

6.2 Economic Redlining. Franchisee shall extend its Cable System to low income areas at least as quickly as it is extended to higher income areas.

6.3 Drops; Prevailing Charges. In addition, except as lawful rate orders may otherwise provide, and except with respect to those locations which are entitled to free drops:

- 6.3.1 The “then-prevailing installation charge” is the lowest lawful charge that applies at any given time to a particular class of users. If Applicable Law permits, nothing in this Franchise prohibits Franchisee from establishing separate charges for separate classes of drops, such as, for example, underground and aerial drops.
- 6.3.2 Where the drop to a Subscriber is not a Standard Drop, in addition to the then-prevailing installation charge for Standard Drops, Franchisee may charge the Subscriber the difference between Franchisee’s cost of installing a Standard Drop and the actual additional cost of installing a drop from the nearest tap, or if closer, the point to which Franchisee could be required to extend its Cable System.

6.4 Subscriber Option for Underground Drops. Where the Franchisee may locate a drop above ground, but a potential Subscriber requests that the cable drop be placed underground, the Franchisee shall locate the drop underground, but in addition to the then-prevailing installation charge may charge the Subscriber for the actual difference in cost of installing the underground drop, rather than an aerial drop. An existing Subscriber may require the Franchisee to relocate an existing aerial drop underground, and Franchisee may charge the requesting Subscriber for the cost of relocating the drop underground.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. Without limiting Section 2, Franchisee agrees that at all times it will satisfy the following, minimum conditions:

- 7.1.1 **Minimum Conditions.** The construction, operation, and repair of the Cable System will be in accord with all Applicable Law. At a minimum, Franchisee shall comply with construction procedures approved by the City; IEEE standards, the National Electric Code, the National Electrical Safety Code and any other applicable safety codes. The most stringent applicable code or standard will apply in the event of any conflict (except insofar as that standard, if followed, would result in a system that could not meet requirements of Federal, State or local law). Franchisee will employ reasonable care at all times, within the meaning of Applicable Law, and will install and maintain in use commonly accepted methods and/or devices to reduce the likelihood of damage, injury, or nuisance to the public. The construction, operation, and maintenance of the Cable System shall be performed by experienced and properly trained maintenance and construction personnel.
- 7.1.2 **Compliance with Laws.** Franchisee must install, locate, relocate and remove its Cable System in accordance with the Franchise and all other Applicable Laws, including City codes as the same may be amended from time to time. Franchisee shall not place or maintain its Cable System, including any poles or other structures, in Public Rights-of-

Way or on private property except in strict accordance with the requirements of the Franchise and all other Applicable Laws.

- 7.1.3 All of Franchisee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.2 Pole attachments and conduits. For I-NET and PEG Uses, pole and conduit space owned by Franchisee will be provided at no charge. Pole and conduit space will be provided to the City for all its other uses at the prevailing rate charged by regulated utilities for similar pole and conduit space in the City of Charleston, and under prevailing terms and conditions under which access is provided to similar pole or conduit space by such regulated utilities. In addition, whenever underground conduit is to be placed by the Franchisee, the Franchisee shall notify the City 90 days in advance and if requested, and if the same shall be in compliance with applicable purchasing laws, the Franchisee shall lay conduit for the City at the cost of the conduit, plus (where boring is involved), the incremental cost of the boring. Whenever underground conduit is to be placed by the City, the City will, if requested by the Franchisee, permit the Franchisee to lay conduit at the Franchisee's cost.

7.3 Notice of use. Franchisee will notify the City when it enters into an agreement for use of its poles and conduits.

7.4 Contractors and Subcontractors. Franchisee shall ensure that any contractor or subcontractor used for work on construction, operation, or repair of the Cable System is properly licensed under laws of the State and all applicable local ordinances. Each contractor or subcontractor shall have the same obligations with respect to its work as Franchisee would have under this Franchise and Applicable Law if the work were performed by Franchisee. The Franchisee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this Franchise and Applicable Law, shall be responsible for all acts or omissions of contractors or subcontractors, and shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor. This section is not meant to alter the tort liability, if any, of Franchisee to third parties, or of any contractor or subcontractor to third parties or to Franchisee. Franchisee shall institute procedures adequate to ensure that the work performed by its contractors and subcontractors complies with the requirements of this Franchise and Applicable Law.

7.5 Safety. Franchisee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.6 Network Technical Requirements. The Cable System must meet or exceed the technical standards set forth in 47 C.F.R. § 76.601 and any other applicable standards, as amended from time to time, *provided that*, nothing in this provision is intended to permit the City to exercise any authority that it is prohibited from exercising under applicable federal law.

7.7 Future Upgrades. It is Franchisee's responsibility to make such improvements to its Cable System as are necessary so that the Cable System performs as promised as Subscribers to services are added. In addition, it is Franchisee's responsibility to make such commercially practicable improvements to its Cable System throughout the Franchise term to ensure that Subscribers are able to obtain advanced Cable Service, and so that services can be added throughout the Franchise term. Commercial practicability may be determined by examining the improvements being made and the services being rolled out on similar cable systems.

Inspection and Testing. The City shall have the right to inspect the Cable System to ensure compliance with this Franchise, and applicable provisions of local, State and Federal law. The City (i) may require the Franchisee to perform tests based on the City's investigation of Cable System performance or on Subscriber complaints; and (ii) may require Franchisee to prepare a report to the City on the results of those tests, including a statement identifying any problems found and the actions taken to correct those problems. This provision is subject to any limitations on the City's authority under Applicable Law.

7.9 FCC-Mandated Testing. Franchisee shall, if requested, notify the City in advance of conducting any Proof-of-Performance test required by the FCC, so that the City may observe the testing. Upon request, the City shall be provided the test results and any supporting documentation regarding the tests and testing equipment and procedures.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Without limiting Section 2, Franchisee agrees that at all times it shall, as a minimum condition of its use of the rights of way comply with the requirements of this Section 8 and that Franchisee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the City.

8.2 Underground Construction. The facilities of the Franchisee shall be installed underground in those service areas where existing telephone facilities of a provider other than the Franchisee or its affiliates and electric utility local distribution facilities are both underground at the time of system construction. In areas where either of such telephone or electric utility facilities are installed aerially at the time of system construction, the Franchisee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the City, the Franchisee shall likewise place its facilities underground. Nothing in this section shall preclude the Franchisee from receiving funds for relocation for which it is eligible.

8.3 Construction Codes and Permits. Franchisee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the service area. The City shall cooperate with the Franchisee in granting any permits required, providing such grant and subsequent construction by the Franchisee shall not unduly interfere with the use of such Streets. The Franchisee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the service area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Franchisee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Franchisee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. The Franchisee shall repair any disturbance or damage to public property or private property caused by Franchisee's construction, operation or repair of the Cable System promptly and in compliance with such standards and deadlines as may be specified by the City in writing. Franchisee agrees to compensate any entity whose person or property is damaged by Franchisee, or any contractor, subcontractor or agent of Franchisee in the course of the construction, operation or repair of the Cable System where the property is not fully restored by Franchisee to a condition as good or better than existed before the damage.

8.6 Removal in Emergency. In an emergency, or where the Cable System creates or is contributing to an imminent danger to public health, safety, or property, the City may remove, relay, or relocate any or all parts of the Cable System without prior notice; however, the City will make reasonable efforts to provide prior notice.

8.7 Tree Trimming. Franchisee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, subject to the supervision of the City, and any regulations that the City may adopt regarding the same.

8.8 Relocation for Government. Except as provided below, Franchisee will protect, support, temporarily disconnect, relocate, or remove any of its property at the time and in the manner required by the City or any other governmental entity for any governmental purpose.

8.8.1 Except in an emergency, the City will provide written notice describing where the work is to be performed at least thirty (30) days before the deadline for performing the work; Franchisee may seek an extension of the time to perform the work where it cannot be performed in a week even with the exercise of due diligence, and such request for an extension will not be unreasonably refused.

- 8.8.2 The Franchisee may abandon any property in Public Rights-of-Way that is in place upon written notice to the City and separate notice to the Public Works Director, unless the City determines, in the exercise of its reasonable discretion exercised within ninety (90) days of the date the required written notices are received, that the safety, appearance, functioning or use of Public Rights-of-Way and facilities in Public Rights-of-Way will be adversely affected. Abandonment shall be in a manner acceptable to the City Engineer.

8.9 Relocation for a Third Party.

- 8.9.1 If any removal, relaying, or relocation is required to accommodate the construction, operation, or repair of the facilities of another Person authorized to use Public Rights-of-Way (other than entities covered by Section 8.8 above), Franchisee will, after thirty (30) days' advance written notice, take action to effect the necessary changes requested by such Person.
- 8.9.2 Unless the matter is governed by a valid contract or Applicable Law, or unless the Franchisee's Cable System was improperly installed and if installed properly, the removal, relocation or relaying would be unnecessary, the reasonable cost of removal, relaying, or relocation will be borne by such Person requesting the removal, relaying, or relocation.
- 8.9.3 The City may direct Franchisee to remove, relay, or relocate its facilities pending resolution of a dispute as to responsibility for costs upon posting of a bond by such Person requesting such removal, relaying or relocation in the amount of Franchisee's estimated costs.
- 8.9.4 Upon the request of a Person holding a valid permit, other than an entity covered by Section 8.8 above, Franchisee will temporarily raise or lower its wires to allow buildings or other objects to be moved. The requesting Person will pay for any expense associated with such temporary removal or raising or lowering of wires. Franchisee will have the authority to estimate the reasonable material and labor costs and require payment of the same in advance. The Franchisee will be given not less than thirty (30) days advance notice to arrange for such temporary wire changes.

8.10 Emergency Alert System. Franchisee must install and maintain an emergency alert system that can override audio and video on all Channels to provide an emergency alert to the City. The system must be designed and maintained so that local officials designated by the City can activate the system remotely without the assistance of Franchisee, using a telephone and secure password or by such other technical means as the City may approve. The system must be designed and maintained so that the designated officials, from a touch-tone telephone, can activate a pre-recorded text message, and at such officials' option, an accompanying live audio voice message for up to two minutes. The City and the Franchisee shall meet periodically to discuss operational procedures for use of the emergency alert system. As part of those discussions, the parties may agree on alternative capabilities and activation procedures for the emergency alert system. It should be integrated to the extent reasonably possible with other emergency alert systems the Franchisee is required to provide under Federal or State law.

SECTION 9
Service and Rates

9.1 Phone Service. The Franchisee shall maintain a local or toll free telephone number and a phone service operated and a local office in or near the service area such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Franchisee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Franchisee's name, address and local or toll free telephone number. Franchisee shall give the City and subscribers at least thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Franchisee's rates and charges are subject to regulation by the City, to the extent not prohibited by law. If and when exercising rate regulation, the City shall abide by the terms and conditions set forth by the state and FCC.

9.4 Continuity of Service. It is the right of each Subscriber in the Franchisee's Franchise Area to receive all available Cable Service from the Franchisee as long as the Subscriber's financial and other obligations to the Franchisee are satisfied.

9.4.1 The Franchisee shall ensure that all Subscribers receive continuous uninterrupted Cable Service. At the City's request, the Franchisee shall operate the Cable System for a temporary period (the "transition period") following the termination of its Franchise or any transfer as necessary to maintain Cable Service to Subscribers, and shall cooperate with the City to assure an orderly transition from it to another entity. The transition period shall be no longer than the reasonable period required to select another entity and to build a replacement Cable System, and shall not be longer than thirty-six (36) months, unless extended by the City for good cause. During the transition period, the Franchisee will continue to be obligated to comply with the terms and conditions of this Franchise and Applicable Laws and regulations, and will be deemed to have the necessary authorization required from the City to enable it to provide Cable Service.

9.4.2 If the Franchisee abandons its Cable System during the Franchise term or any transition period, or fails to operate its Cable System in accordance with the terms set forth in Section 9.4.3. below, the City, at its option, may operate the Cable System or designate another entity to operate the Cable System temporarily until the Franchisee agrees to restore and restores continuous Cable Service in compliance with the Franchise and the Cable Ordinance or until the Franchise is revoked and a new entity selected by the City is providing Cable Service.

- 9.4.3 The City shall be entitled to exercise its rights under Section 9.4.2. if the:
- 9.4.3.1. Franchisee fails to provide Cable Service in accordance with its Franchise over a substantial portion of the Franchise Area for ninety-six (96) consecutive hours, unless such failure is due to force majeure or the City authorizes a longer interruption of service; or
 - 9.4.3.2 The Franchisee, for any period, willfully and without cause refuses to provide Cable Service in accordance with its Franchise over a substantial portion of the Franchise Area.
- 9.4.4 Rights Upon Franchise Termination or Revocation. If the City revokes the Franchise or the Franchise otherwise terminates, the City shall have the following rights, in addition to the rights specified in this Franchise or under Applicable Law:
- 9.4.4.1 The City may require the former Franchisee to remove its facilities and equipment at the former Franchisee's expense. If the former Franchisee fails to do so within a reasonable period of time, the City may have the removal done at the former Franchisee's and/or surety's expense, subject to any right of abandonment that may be provided for under Applicable Law.
 - 9.4.4.2 Subject to Applicable Law, the City, by City Council ordinance, may acquire ownership or effect a Transfer of the Cable System at fair market value, or, if the Franchise terminates or is revoked for cause in accordance with the Cable Ordinance, at an equitable price. The terms "equitable price" and "fair market value" shall be interpreted in accordance with 47 U.S.C. § 547.
 - 9.4.4.3 Section 9.4.4.2. does not apply to an abandonment. Subject to Applicable Law, if the Cable System or any part thereof is abandoned by Franchisee, the City may require the Franchisee to transfer title to the abandoned portions to it at no charge, free and clear of encumbrances, and the same will become the City's property and the City may keep, sell, assign, or transfer all or part of the assets of the Cable System, or otherwise dispose of those assets as it sees fit.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Franchisee shall pay the City a Franchise Fee in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Service. The Franchise Fee is not a payment in lieu of any tax, fee, or other assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services), consistent with 47 U.S.C. §542(g)(2). However, to the extent required by law, payments to the Public Service Commission of West Virginia under Chapter 24D of the West Virginia Code for subscribers in the City shall be offset against amounts owed to the City under this section. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Franchisee chooses, consistent with Federal law.

10.2 Payment of Fee. Payment of the fee due the City shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the City pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise. The City shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges. To the extent that Franchisee or its Affiliates offer bundles of Cable and non-Cable Service at discounted rates, fees attributable to Cable Service will be based on a pro rata comparison of charges that apply to persons who purchase the Cable Service and non-Cable Service from Franchisee separately; and if that is not practicable (because some of the bundled services are not offered separately, or are not offered separately as a realistic service offering) payment shall be based on charges that apply to persons who purchase only cable service.

10.3 Accord and Satisfaction. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise Fee or for the performance of any other obligation of the Franchisee.

10.4 Payment Records. During the term of this Franchise Agreement, Franchisee shall, at its own expense, provide the City with an annual audit report prepared by an independent accounting firm to establish that Gross Revenues and Franchise Fees have been accurately computed and paid. In addition, the City may, from time to time, and upon reasonable advance written notice, inspect and audit any and all books and records to determine whether Gross Revenues and Franchise Fees have been accurately computed and paid. In addition to paying all fees owed plus interest, in the event that the City reviews the Franchisee's franchise fee payments, and finds that the Franchisee has underpaid the fee owed for any year in an amount exceeding five percent (5%) of the franchise fees actually paid or Ten Thousand Dollars (\$10,000), whichever is less, Franchisee shall pay the reasonable cost of the City's review.

10.5 Limitation on Recovery. In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Franchisee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for recovery of any franchise fee payable hereunder shall be as provided under Applicable Law.

SECTION 11

Records, Reports and Maps

11.1 Reports Required. The Franchisee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Franchisee's policy in connection with its Subscribers shall be filed with the City upon written request. All changes in the Franchisee's schedule of charges, channel line-up and policies as mentioned herein shall be provided to the City without request. Upon written request by the City, Franchisee shall provide a copy of reports for monitoring the Franchisee's compliance with the terms of this Franchise and Applicable Law.

11.2 Records Required.

The Franchisee shall at all times maintain:

- 11.2.1. A record of all complaints as required by West Virginia Code §24D-1-19(a) and as such statute may be amended from time to time .
- 11.2.2. A full and complete set of as-built plans, records and strand maps showing the location of the Cable System. Upon written request by the City, copies of strand maps shall be provided to the City in an electronic format consistent with that used by the City.
- 11.2.3. The Franchisee shall maintain records sufficient to comply with the requirements of Applicable Law, and to show compliance with all the provisions of this Franchise.

11.3 Inspection of Records. Franchisee agrees that it will collect and make available books and records for inspection and copying by the City in accordance with the terms of this Agreement.

11.4 Time for Production. Books and records shall be produced to the City at City Hall, or such other location as the parties may agree. If Franchisee objects to a request for books and records, it must nonetheless produce the books and records requested, unless the City agrees that they need not be produced, or a court of competent jurisdiction rules otherwise. If documents cannot be copied or moved because (i) they are too voluminous; (ii) of security reasons; or (iii) the requested records contain trade secrets, then the Franchisee may request that City inspection of such records take place at some other location mutually agreed to by the City and the Franchisee, provided that:

- 11.4.1. The Franchisee must make necessary arrangements for copying documents selected by the City after its review; and
- 11.4.2 Franchisee must pay all reasonable travel and additional copying expenses incurred by the City (above those that would have been incurred had the documents been produced in the City) in inspecting those documents or having those documents inspected by its designee.
- 11.4.3 The parties agree that any amounts paid pursuant to this Section 11.4 are not a franchise fee within the meaning of 47 U.S.C. § 542 and fall within one of the exceptions listed in 47 U.S.C. §542(g)(2).

11.5 Uses of System. Without limiting the foregoing, upon request, Franchisee must advise the City of all services it provides via the Cable System (the term “services” for purposes of this section, would include, without limitation, the provision of dark fiber), for entertainment and other purposes, such as data transmission, local area networks, and voice transmission; and to the extent known, the services that are provided by third parties via the Cable System.

11.6 Retention of Records; Relation to Privacy Rights. Franchisee shall take all steps required, if any, to ensure that it is able to provide the City all information which must be provided to the City or that may be requested by the City under Applicable Law or this Franchise, including by providing appropriate Subscriber privacy notices. Nothing in this section shall be read to require a Franchisee to violate 47 U.S.C. § 551 or other Applicable Law governing privacy. Franchisee shall be responsible for redacting any data that State or Federal law prevents it from providing to the City. Financial records necessary to establish compliance with this agreement shall be kept for at least seven (7) years, other records shall be kept for at least three (3) years except that service call logs may be retained for two (2) years, so long as the information contained therein is reflected in other documents.

11.7 Confidentiality of Certain Information. The City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Franchisee makes the City aware of such confidentiality, and to the extent that the City is permitted to do so by Applicable Law. If the City believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Franchisee in advance in writing so that Franchisee may take appropriate steps to protect its interests. To the extent permitted by State and federal law, if the Franchisee takes appropriate steps to protect its interests in maintaining such information as confidential, the City agrees that it shall deny access to any of Franchisee's books and records marked confidential, as set forth above, to any Person.

SECTION 12 **Community Programming**

12.1 Preservation of Existing Benefits. Franchisee shall continue to provide and maintain all existing equipment, facilities and other support for PEG use that it was providing prior to and upon the effective date of this Franchise, until and unless the City notifies Franchisee that such support is no longer necessary.

12.2 Provision of Channel Capacity for PEG Use.

12.2.1 Franchise shall provide up to three Channels for PEG use upon request. The City is deemed to have requested any PEG Channel currently being provided in the City. PEG capacity used for video programming may not be used to transmit "commercial matter" as that term is defined and interpreted under Section 73.670, Note 1, of the FCC rules, 47 C.F.R. §73.670. PEG Channel capacity may not be leased to third parties for delivery of commercial matter, or for delivery of video programming that a Subscriber is charged a separate fee to receive (over and above the fee that Franchisee charges for the service tier with which the signal is provided); but nothing in this sentence prevents the levy of a fee by the City to defray costs that the City may incur in connection with the PEG Channels, subject

to Applicable Law. By way of example and not limitation, the parties do not intend to limit sponsorship announcements comparable to those that might be carried on a noncommercial broadcast station, or to prevent Schools from charging course fees, and then delivering the course via the PEG Channels; or to prevent solicitations of financial support for the provision of PEG Channels by the entities responsible for managing those channels.

- 12.2.2 At any time after Franchisee begins offering commercial services on-demand the City may request the company to investigate whether capacity could be made available for PEG use on demand. If it is financially and technically feasible to do so, Franchisee will make on-demand capacity available. In determining whether it is financially and technically feasible for provide capacity on-demand, and in determining what is a reasonable amount of capacity, the parties will examine the provision of PEG capacity on-demand in other communities.

12.3 Timing for Provision of Channels. With respect to the channel capacity required by Section 12.2:

- 12.3.1 Franchise shall continue to provide channels it is providing as of the effective date of this agreement.

- 12.3.2 In other cases, within one hundred eighty (180) days of receipt of a written request by the Franchising Authority, the Franchisee shall provide the Franchising Authority with the additional PEG Channels. Franchisee shall have the right to petition the Franchising Authority to recapture any unused portion of the channels. In deciding whether to grant such a petition, the Franchising Authority shall consider the comments and views of the Franchisee and all other interested persons or entities. Upon thirty (30) days written request and demonstration that the channel time recaptured by the Franchisee may be utilized by the Franchising Authority, the Franchisee shall make the channel time available.

12.4 Management of Channels. The City may manage the PEG channels in whole or in part, or designate entities to manage the PEG channels in whole or in part. The City may establish rules for use of PEG capacity, or delegate that authority to an entity responsible for managing a channel.

12.5 Availability of channels.

- 12.5.1 PEG channel capacity, other than the on-demand channel provided under Section 12.2.2 must be viewable by any Subscriber without the need for obtaining any equipment other than the equipment required for the other services to which the

Subscriber subscribes; and shall be provided as part of Basic Service tier, or if there is no basic service tier, as part of the service provided to any Subscriber.

- 12.5.2 On-demand PEG capacity must be available to any subscriber who receives a digital service from Franchisee without additional charge.
- 12.5.3 To the extent technically feasible, PEG programming choices shall be displayed on menus in a manner equivalent to the manner commercial programming choices are displayed. It is the responsibility of the entity managing a PEG channel to timely provide information that it wishes to have displayed on the menu.
- 12.5.4 PEG channel capacity required to be carried on the Basic Service tier shall be provided in analog format until such time as Franchisee digitizes all other channels on the basic service tier other than menu channels. PEG links and channels must be designed so that there is no noticeable deterioration in signal quality or programming as received from the PEG programmer. Once Franchisee digitizes all other signals on the Basic Service tier, it shall provide all PEG channels in a digital format, including cablecasting in high definition format any PEG programming provided in high definition format. Channels used should be of a quality equivalent to other channels that were carried on the Basic Service tier.

12.6 Franchisee's System Responsibilities.

- 12.6.1 Franchisee shall be responsible for: providing and maintaining links ("PEG links") to and from designated locations for purposes of: transporting PEG signals to locations responsible for playback or editing of PEG programming; transporting signals from those locations to Franchisee's headend/control facilities; converting the PEG signals as necessary; and placing the PEG signals, as appropriate, on proper channels, all without any noticeable PEG signal deterioration. Each location must be capable of monitoring signals Franchisee delivers to Subscribers.
- 12.6.2 The City has designated the following locations for PEG links:
 - Capital High School
 - Culture Center at State Capitol
 - Clay Center
 - City Hall
 - Charleston Civic Center
 - Kanawha County Public Library
 - City Service Center Building
- 12.6.3 With the exception of the City Service Center Building referred to above, Franchisee shall be responsible for the cost of providing the links upon request, however the City shall be responsible for the incremental cost of such link if it is

more than one mile from Franchisee's fiber. The City may designate additional locations for PEG links, as long as it agrees to pay the incremental cost of extending the cable system to provide the link.

12.6.4 The links shall be configured as needed to allow any of the designated locations to function as a playback facility for one or more PEG channels, as the City may direct. If Franchisee makes changes to its System that necessitate modifications to PEG facilities and equipment, including but not limited to the links, Franchisee shall provide any additional facilities or equipment necessary to implement such modifications within 30 days of the date that the System changes are made, so that PEG facilities and equipment may be used and operated as intended.

12.6.5 Franchisee shall not be responsible for the quality of the PEG signal it receives.

12.6.6 Franchisee must provide the links upon request within one hundred twenty (120) days.

12.7 Capital Support for PEG

12.7.1 The Franchisee shall agree to provide capacity for the City's institutional network at the lesser of a) a discount of ten (10) percent of the Franchisee's commercial cost of construction, or b) at the incremental cost of construction if the construction is undertaken at the time the Franchisee is installing conduit for its own purposes. Both parties agree that the funds provided and costs incurred herein are in the nature of capital support funds, shall not be deducted from the franchise fee, and shall not be passed through to subscribers.

12.7.2 In addition to satisfying its other obligations herein, upon one hundred eighty (180) days advance written request, Franchisee shall provide funding, which may be used only for capital costs associated with the channel capacity designated for PEG use and with the facilities and equipment for the use of such channel capacity in an amount up to twenty five (25) cents per Subscriber per month. PEG use includes institutional network capital costs.

12.7.3 Prior to requesting Franchisee to provide the capital support for PEG channels, the City must conduct a public hearing to review the need for the support, and how the support will be used. Franchisee shall be provided an opportunity to present information as to the effect of the request upon Subscribers, and to introduce any surveys or other pertinent information regarding fees.

12.7.3 If Franchisee enters into a contract with an entity responsible for managing a PEG channel for operational support of PEG, the City may relieve Franchisee of all or part of its capital funding obligations under this Section.

- 12.7.4 Both parties agree that other than as provided in section 12.7.1 of this Agreement, capital support funds shall not be deducted from the franchise fee but may be passed through to all Basic Subscribers in the City as a separate line item on Subscriber billing statements.

12.8 Channel Location.

- 12.8.1 Franchisee agrees to use reasonable efforts to locate PEG channels so that they are grouped with the majority of channels a Subscriber receives as part of the lowest level of service offered on the System.
- 12.8.2 Franchisee shall not change the channel position for any PEG channel without the City's consent unless the change is required by federal law. The City will grant consent unless it determines that the change would adversely affect the PEG channel. A change in the channel position requires at least sixty (60) day notice.
- 12.8.3 Franchisee shall pay reasonable expenses associated with a change in the PEG channel positions, up to \$3000 per change, including the provision of up to two (2) 15-second slots per day, on the channel previously occupied by a PEG channel, mixed over morning, afternoon, evening and late night time slots, for thirty (30) days after a change in channel positions, subject to limitations contained in the contract between the Franchisee and the programmer that occupies the slot formerly occupied by the PEG channel.

12.9 Free Service to Certain Locations.

- 12.9.1 Franchisee shall, without charge, provide the following to each School, municipal and county government building within the City upon request or automatically to any site to which it has a drop as of the date of this Agreement: (i) at least one activated drop and outlet (with signal levels to the ground block comparable to the signal levels provided to multiple dwelling units); (ii) Basic Service (iii) all PEG channels; and (iv) all terminal equipment necessary to receive the services described in this subsection. If Franchisee materially reduces the number of channels on basic, or the number of educational and news channels on basic, below the number offered on The Effective Date, upon request Franchisee shall provide packages of programming reasonably comparable to what was provided before the material change. C-SPAN is considered an educational service for purposes of this subsection. There will be no charge for the drop at any location where the location to be served is already connected to the cable system or where the location is 300 feet or less from the public right of way. Where a location is more than 300 feet from the public right of way, the location must agree to pay the actual, additional labor and material cost of providing the drop beyond the first 300 feet.

12.9.2 Each location may itself extend service from the drop to additional outlets. Franchisee shall not be responsible for signal leakage or the signal quality at any additional outlet or inside wiring that was not installed by Franchisee. Consistent with federal rules, Franchisee may terminate service to a location where there is a leakage problem until the leakage is repaired. Franchisee shall not be obligated to repair inside wiring or additional outlets not installed by Franchisee. If a location extends service to multiple drops, the location shall pay for any additional line amplifiers required to deliver the service.

12.9.3 For non profit colleges and universities, Franchisee will provide no more than one drop and free outlet of Cable Service. Such drops will not be provided and may not be extended to: (a) residential dwelling units; (b) areas in stadiums, auditoriums, or dining halls used by members of the general public. The same rules that apply to locations for drop cost under 12.9.1 apply to drops to colleges and universities under this section.

12.10 No Charge for Use. Except as otherwise provided herein, the facilities, equipment and channel capacity provided for PEG Use shall be available at no charge from Franchisee to users, to the City or to any Designated Access Entity.

12.11 Costs Caused by Franchisee. If Franchisee makes changes to its Cable System that necessitate modifications to PEG facilities and equipment (including but not limited to the upstream paths), Franchisee shall at the same time provide any additional facilities or equipment necessary to implement such modifications so that PEG facilities and equipment may be used and operated as intended in this Agreement. By way of example, and not limitation, should the Franchisee cease delivery of all signals in an analog format to Subscribers, it shall provide the facilities and equipment necessary so that PEG signals can be delivered in a digital format.

12.12 Support Not A Franchise Fee. The parties agree that any cost to the Franchisee associated with providing any support for PEG use required under this Franchise, shall not constitute a Franchise fee, within the meaning of 47 U.S.C. § 542(g)(2).

12.13 Costs Not Franchise Fees. Any cost to the Franchisee associated with providing any support for PEG Use required under this Franchise (including the provision of the I-NET and support therefor) and payments made outside this Franchise, if any, are not a Franchise Fee within the meaning of 47 U.S.C. §542, and fall within one or more of the exceptions listed in 47 U.S.C. § 542(g)(2).

12.14 Limitations on Use. The Cable Service provided pursuant to this Section shall not be used for commercial purposes.

SECTION 13
Performance Guarantees and Remedies

13.1 Bond or Letter of Credit.

- 13.1.1. At the discretion of the Franchisee, Franchisee shall file with the City and at all times thereafter maintain in full force and effect during the continuance of this franchise, at the Franchisee's sole expense, a corporate surety bond or letter of credit in a form acceptable to and approved by the City in the amount of \$100,000.
- 13.1.2. The bond or letter of credit shall:
 - 13.1.2.1. Secure the faithful performance of all work required by the Franchise, including, but not limited to, completion of the I-NET;
 - 13.1.2.2. Be sufficient to provide for restoration of the Public Rights-of-Way and other property that may be affected by the construction, given the scope and nature of the work proposed.
- 13.1.3. The bond or letter of credit shall provide that, in the event Franchisee fails to comply with its obligations under the Franchise or Applicable Law, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Franchisee, or the cost of completing or repairing the Cable System construction, upgrade, or other work in the Public Rights-of-Way, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond or letter of credit.
- 13.1.4. The performance bond or letter of credit shall provide that it shall be forfeited to the City under following conditions:
 - 13.1.4.1. the Franchisee abandons the Cable System; or
 - 13.1.4.2. the Franchise is revoked for cause.
- 13.1.5. The performance bond shall be issued by a surety licensed to do business in West Virginia and shall contain the following endorsement: "This bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

13.2 Material Term. The required bond or letter of credit is a material term of this Franchise.

13.3 Revocation or Termination of Franchise. In addition to all other rights of the City under this Franchise, the City shall have the right to revoke or shorten the term of the Franchise for material violation of the terms of this Franchise and for any of the other reasons specified in West Virginia Code §24D-1-10.

- 13.3.1. Notice of Violation. If the City believes that the Franchisee has not complied with the terms of the Franchise, the City shall first informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the City shall notify the Franchisee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").
- 13.3.2. Franchisee's Right to Cure or Respond. The Franchisee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the City, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.
- 13.3.3. Public Hearing. If the Franchisee fails to respond to the Violation Notice received from the City, or if the default is not remedied within the cure period set forth above, the City shall schedule a public hearing if it intends to pursue action to seek correction of the violation or to take further action; including possible revocation. The City shall provide the Franchisee at least thirty (30) days prior written notice of such hearing specifying the time and place of such hearing. The Franchisee and other interested parties shall have an opportunity to submit data, views or argument orally or in writing for the record of the hearing. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The City shall determine if the Franchisee has committed a violation and shall enter a written decision. Nothing in this Franchise prevents Franchisee from seeking review of the City's decision in a court of competent jurisdiction.
- 13.3.4. Enforcement. Subject to Applicable Law, in the event the City, after the hearing set forth in subsection 13.3.3 above, determines that the Franchisee has materially violated any provision of the Franchise, the City may, in addition to the remedies set forth in Chapter Twenty-Four D of the West Virginia Code:
 - 13.3.4.1. Revoke the franchise; or
 - 13.3.4.2. Seek appropriate relief from a court or agency of competent jurisdiction under this franchise or Applicable Law.
- 13.3.5. Upon revocation of the Franchise, Franchisee shall have the rights provided under Section 9.4.4.

13.4 Remedies Cumulative. All remedies under the West Virginia Cable Television Law and this Franchise are cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall the exercise of a remedy or the payment of penalties relieve the Franchisee of its obligations to comply with its Franchise. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity. Except that, the City is not entitled to recover damages for the same injury under two separate sections where doing so would result in a double recovery.

13.5 Relation to Insurance and Indemnity Requirements. Recovery by the City of any amounts under insurance, the bond, the letter of credit, or otherwise does not limit the Franchisee's duty to indemnify the City in any way; nor shall such recovery relieve the Franchisee of its obligations under the Franchise, limit the amounts owed to the City, or in any respect prevent the City from exercising any other right or remedy it may have.

SECTION 14

Miscellaneous Provisions

14.1. Force Majeure. The Franchisee shall not be deemed in default with provisions of its Franchise where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond the Franchisee's control or the unforeseeable unavailability of labor or materials. The acts or omissions of Affiliates are not beyond the Franchisee's control, and the knowledge of Affiliates shall be imputed to Franchisee. The Franchise shall not be revoked or the Franchisee penalized for such noncompliance, provided that the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health, safety and integrity of the Franchisee's employees or property, or the health, safety and integrity of the public, Public Rights-of-Way, public property, or private property.

14.2 Equal Protection.

14.2.1 Should the City issue a Title VI cable franchise to a cable operator (the "New Entrant") that permits that New Entrant to provide service on terms and conditions that are materially more favorable, or materially less burdensome than those imposed on Franchisee, such that Franchisee is unreasonably disadvantaged in competing with the New Entrant, Franchisee may notify the City that it wishes to obtain relief from its obligations under this Franchise, which notice must be given within 30 days of the issuance of the Franchise to which Franchisee objects. The notice must identify (a) the reasons why Franchisee believes the Franchise is materially more favorable or materially less burdensome; and (b) identify the sections of the Franchise that must be altered, and the alterations required.

14.2.2 If the City has the legal authority to impose equivalent obligations on the New Entrant, it shall grant appropriate relief to Franchisee. As a condition of the relief, City may require Franchisee to satisfy any obligation or legal

requirement imposed upon the New Entrant under applicable law or under the New Entrant's franchise. Franchisee must comply with its franchise until and unless relief is granted by the City, or by a court of competent jurisdiction.

- 14.2.3 If, after the effective date of this Franchise, an entity constructs facilities in the rights of way in the City that it uses to deliver multi-channel video programming equivalent to cable service directly to subscribers, and such entity is not subject to requirements under Applicable Law or an authorization issued by the City, Franchisee shall be relieved of its build out obligations under Section 6 of this Agreement. This section may not be read to apply where the service is provided via an open video system or by a system that offers video carriage on a common carrier basis. This section does not apply to wireless or broadcast systems.
- 14.2.4 This section does not permit Franchisee to recover any money, facilities or equipment from the City, or permit Franchisee to refuse to provide facilities or equipment for which the City pay in whole or in part under this agreement.
- 14.2.5 This section does not apply to entities covered by sections 14.2.1 or 14.2.3 above: (a) in areas annexed after the effective date of this franchise; (b) to the extent that they serve any campus or educational institution; or (c) in any location not served by Franchisee at the time construction of the system commences.
- 14.2.6 If federal or state law permits an existing Franchisee to opt out of its Franchise, nothing in this section shall be read to prevent the Franchisee from exercising its rights under federal or state law.

14.3 Action of Parties. In any action by the City or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 Notices. All notices, reports or demands required to be given under this Franchise shall be in writing and shall be deemed to be given upon delivery if delivered personally to the person designated below, or on the fifth day following mailing if sent in accordance with the notice requirement of this Section and deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to the City:

City of Charleston
Post Office Box 2749
Charleston, WV 25330
Attn: Mayor

And a courtesy copy to:
City of Charleston
Post Office Box 2749
Charleston, WV 25330
Attn: City Attorney

If to the Franchisee Suddenlink Communications:

By Mail to:
P. O. Box 1220
4939 Teays Valley Road
Scott Depot, WV 25560
Attn: Government Relations

And a courtesy copy to:
Suddenlink Communications
520 Maryville Drive, Suite 300
St. Louis, MO 63141
Attn: Government Relations

14.5 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Franchisee recorded on the signature page of this Agreement. This Franchise shall expire on December 3, 2021, unless extended in accordance with the provisions of this Agreement or by the mutual agreement of the parties.

Considered and approved this ____ day of _____, 2016.

**CITY OF CHARLESTON,
WEST VIRGINIA**

Signature: _____

Name: Danny Jones

Title: Mayor

Accepted this ____ day of _____, 2016, subject to applicable federal, state and local law.

**CEBRIDGE ACQUISITION, LLC, DOING
BUSINESS AS SUDDENLINK
COMMUNICATIONS**

Signature: _____

Name: Michael Zarrilli

Title: Vice President of Government Affairs &
Senior Counsel

Date: _____

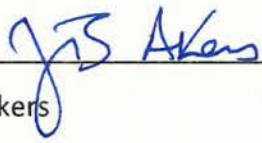
12-2-2016



City of Charleston
Office of the City Clerk
P.O. Box 2749
Charleston, WV 25330
(304) 348-8179

I, the undersigned City Clerk of Charleston, do hereby certify that the foregoing is a true,
correct and complete copy of Bill No. 7720,
enacted by the City Council of the City of Charleston on November 21, 2016.

Witness the signature of the undersigned City Clerk of the City of Charleston, West Virginia, and
the seal of the City, this 2 day of December, 2016.



J.B. Akers
City Clerk

Seal

1 **Bill No. 7720**

2
3 **Introduced in Council**

4
5 **November 7, 2016**

6
7 **Introduced by**

8
9 **Jack Harrison**

Adopted by Council

November 21, 2016

Referred to:

Select Committee on Cable

Television

Finance

10
11
12
13
14 **Bill No. 7720** - A Bill approving the renewal of a cable television franchise now held by
15 Cebridge Acquisition, LLC doing business as Suddenlink Communications ("Cebridge").
16

17 **WHEREAS**, Cebridge is the present holder of a non exclusive cable television franchise
18 that was originally granted by the City of Charleston, WV ("City"), as set forth in Bill No. 4370,
19 Committee Substitute dated November 7, 1988, and renewed by Bill No. 6610, as Amended and
20 adopted by Council on October 4, 1999 (the "Franchise") and transferred to Cebridge by Bill No.
21 7214 as Amended and adopted by Council on July 3, 2006 (the "Transfer"), and renewed by Bill
22 No. 7229, Committee Substitute and adopted by Council on October 2, 2006, and renewed by
23 Bill No. 7501 adopted on November 21, 2011 ; and
24

25 **WHEREAS**, the Franchise is presently scheduled to expire on December 3, 2016; and
26

27 **WHEREAS**, Cebridge has submitted its application for renewal of the Franchise in the
28 form required by *West Virginia Code* §24D-1-1 et seq. (the "Application"); and
29

30 **WHEREAS**, the City has reviewed the Application and held public hearings on the
31 proposed renewal of the Franchise ("Renewal"); and
32

33 **WHEREAS**, the City has followed all required procedures to consider and act upon the
34 Renewal, and has considered the comments of all interested parties at a hearing held on October
35 26, 2016, as well as a hearing on this Ordinance on November 21, 2016 (collectively, the "Public
36 Hearings"); and
37

38 **WHEREAS**, the Public Hearings did not produce substantial public opposition to the
39 Renewal; and
40

41 **WHEREAS**, the City believes it is in the interest of the community to approve the
42 Renewal of the Franchise, and to approve the terms of a new Franchise Agreement between the
43 City and Cebridge;
44

45 **Now, therefore, Be it Ordained by the Council of the City of Charleston, West Virginia:**
46

47 That with respect to and in accordance with the provisions of *West Virginia Code* §24D-1-1 *et*
48 *seq.*, and Bill No. 4370, Committee Substitute dated November 7, 1988, and Bill No. 6610, as
49 Amended, adopted by Council on October 4, 1999, and Bill No. 7214 as Amended, adopted by
50 Council on July 3, 2006, and Bill No. 7229, Committee Substitute, adopted by Council on
51 October 2, 2006, and Bill No. 7501 adopted by Council on November 21, 2011, the City hereby
52 approves the renewal of the Franchise with Cebridge for a period of five (5) years, with said
53 Franchise now set to expire on December 3, 2021, upon the terms of the Agreement attached
54 hereto and incorporated herein by reference.

55

56 **PASSED, ADOPTED AND APPROVED** this ____ day of _____, 2016.

57

58

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By: _____
Mayor

62

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66 ATTEST:

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Clerk

72