



CABLE FRANCHISE AGREEMENT

BETWEEN

**THE CITY OF WARREN
(PA0605)**

AND

**COGECO US (PENN), LLC
d/b/a BREEZELINE**

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed as of the 16th day of December, 2024 (hereinafter referred to as the “Effective Date”) by and between the City of Warren, located in Warren County, Pennsylvania (hereinafter referred to as the “City”) and Cogeco US (Penn), LLC, d/b/a Breezeline (formerly known as Atlantic Broadband), a Delaware limited liability company with its principal place of business at 3 Batterymarch Park, Suite 200, Quincy, Ma 02169 (hereinafter referred to as “Breezeline”).

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Pennsylvania law, the City is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the City’s jurisdiction; and

WHEREAS, Breezeline currently holds a cable franchise from the City by virtue of a cable franchise agreement dated May 18, 2015; and

WHEREAS, Breezeline has requested that the City renew Breezeline’s franchise to construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the City’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Breezeline are public properties acquired and maintained by the City on behalf of the citizens of the City, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the City desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Breezeline’s use of the City’s rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the City, and meet the current and future cable-related needs of its residents; and

WHEREAS, the City has held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the City’s future cable-related community needs; and

WHEREAS, the City has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Breezeline’s franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and Breezeline agree as follows:

SECTION 1
DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Breezeline.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and any Public, Educational and Governmental (“PEG”) access channel.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City. Such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Commonwealth- The Commonwealth of Pennsylvania

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Breezeline's business or the operation of its Cable System that is within Breezeline's control and requires a corrective measure on the part of Breezeline or its contractors or subcontractors.

(j) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; pandemics; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Breezeline's ability to anticipate or control.

(n) Franchise - The right granted by the City to construct, operate and maintain a Cable System within the corporate limits of the City as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Breezeline remits to the City pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received directly or indirectly by Breezeline or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Breezeline's Cable System in the City to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for Cable Service tier other than Basic Service
- (3) fees charged for premium Cable Service;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Service;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (9) fees for changing any level of Cable Service programming;

- (10) fees for service calls related to Cable Services;
- (11) inside wire maintenance fees related to Cable Services;
- (12) service plan protection fees related to Cable Services;
- (13) convenience fees related to Cable Services;
- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment used to provide Cable Services, including converters and remote control devices;
- (18) locally-derived advertising revenue attributable to the Cable System and Cable Service;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) revenue from interactive television services to the extent deemed "Cable Services" under applicable law;
- (21) fees for any and all music services;
- (22) broadcast retransmission fees;
- (23) late payment fees on Cable Services;
- (24) billing and collection fees solely on Cable Services;
- (25) regional sports programming fees;
- (26) NSF check charges; and
- (27) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the City and Breezeline agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(q) HD – High-definition format.

(r) Leased Access or Commercial Access Channel - Any channel on Breezeline's Cable System designated for use by any entity that is unaffiliated with Breezeline pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) Normal Operating Conditions - Business conditions within Breezeline's service department which are within the control of Breezeline. Those conditions that are not within the control of Breezeline include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) Outlet - An interior receptacle that connects a television set to the Cable System.

(w) Educational and Governmental (PEG) Channel - An access channel that consists of local educational and/or governmental programming.

(x) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(y) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the City.

(z) Service Interruption - The loss of picture or sound on one or more Channels.

(aa) Subscriber - A person or entity who contracts with Breezeline for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the City hereby grants a non-exclusive and revocable franchise to Breezeline. Subject to the terms and conditions contained herein, the City hereby grants to Breezeline the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the City has a sufficient easement or right-of-way to provide Cable Services. Nothing herein shall preclude Breezeline from offering any other service over the Cable System as may be lawfully allowed.

2.2 COMPETITIVE EQUITY

(a) Breezeline acknowledges and agrees that the City reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the City.

(b) The franchise granted to Breezeline is non-exclusive; however, if the City grants a subsequent Franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Breezeline, then Breezeline may request an amendment to this Agreement to provide Breezeline with competitive equity. If the City agrees with Breezeline that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the City and Breezeline shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Breezeline with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the City proposing to serve Subscribers within the City, then the City shall notify Breezeline in writing of the submission of the application, any inadvertent delay of which shall not be deemed material.

2.3 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties (the “Effective Date”), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, the term “Effective Date” is the day following the full execution of this Agreement by both the City and Breezeline.

2.4 REPRESENTATIONS AND WARRANTIES

(a) Breezeline represents, warrants and acknowledges that, as of the Effective Date:

(1) Breezeline is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Breezeline has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Breezeline which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.5 NON-EXCLUSIVITY

This Franchise granted to Breezeline shall be non-exclusive. Nothing in this Agreement shall affect the right of the City to grant other Franchises to construct, operate or maintain a Cable System.

2.6 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and local laws and regulations. This Franchise is further subject to all applicable ordinances and resolutions of the City. Without waiving any of its rights, the City agrees that, to the extent any term of this Agreement is inconsistent with the terms of any City cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

SECTION 3 **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

3.1 AREA TO BE SERVED

(a) Breezeline shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Breezeline is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Breezeline shall extend the Cable System into all areas within the City where there is a minimum of twenty (20) dwelling units per linear plant mile of aerial cable and forty (40) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Breezeline shall complete said extensions within three (3) months of written notification to Breezeline by the City that an area has met the minimum density standard set forth herein (weather , environmental and/or other Force Majeure conditions permitting). Breezeline's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit further than one hundred twenty-five (125) feet aerial distance from the main distribution line, Breezeline shall extend the Cable Service if the Subscriber pays Breezeline the actual cost of installation from the main distribution system with such costs being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The City has the right to require Breezeline to place wires and/or equipment underground, provided that the City imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Breezeline shall be underground in those areas of the City where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Breezeline's facilities without technical degradation of the Cable System's signal quality. Breezeline shall not be required to construct, operate, or maintain underground any

ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Breezeline shall be included by the City for such funds, if permitted to do so under applicable law. In the event that Breezeline is required to place existing aerial plant underground, Breezeline reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.2 CABLE SYSTEM SPECIFICATIONS

(a) Breezeline shall continue to operate, maintain, construct, and extend the Cable System so as to offer one-way and two-way Cable Services for all programming services throughout all parts of the City where the density requirements of Section 3.1 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the City.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

(c) Breezeline reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in this Section 3.2.

3.3 SYSTEM TESTS

(a) Breezeline shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Breezeline, upon written request by the City, shall perform applicable tests to determine compliance with FCC technical standards. Breezeline shall provide a report to the City within thirty (30) days of completion of a City-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Breezeline shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Breezeline, the City may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to

ensure that the Cable System is constructed and maintained in a safe condition. The City reserves the right, upon at least sixty (60) days' written notice to Breezeline, to conduct a technical audit of the Cable System.

(c) Breezeline shall maintain written records of all results of its Cable System tests performed by or for Breezeline. Such test results shall be available for inspection by the City upon advanced written request.

(d) Upon advance written request, tests may be witnessed by representatives of the City, and Breezeline shall inform the City of the time and place of each test. The City may conduct independent tests of the system for which Breezeline shall give its fullest cooperation. Breezeline shall be required to take prompt corrective measures to correct any system deficiencies and to prevent the recurrence of such deficiencies.

3.4 EMERGENCY ALERT SYSTEM

Breezeline shall comply with the Emergency Alert System requirements of the FCC.

3.5 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Breezeline shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

3.6 SERVICE TO MULTIPLE DWELLING UNITS ("MDUs")

Breezeline and the City hereby acknowledge and agree that installation and provision of Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Breezeline, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations, and applicable Commonwealth law.

3.7 REPAIRS AND RESTORATION

(a) Prior to any work in the Public Rights-of-Way, Breezeline shall apply to the City for all applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit, except for emergency repairs, without receipt of such permit, the issuance of which shall not be unreasonably withheld by the City. In the event Breezeline or any agent, including contractors or subcontractors must make emergency repairs, prior to receiving a permit from the City, Breezeline must apply for all applicable permits within five (5) business days of such emergency activities.

(b) Whenever Breezeline or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather

permitting. Upon failure of Breezeline to comply within the time specified and the City having notified Breezeline in writing of the restoration and repairs required, the City may cause proper restoration and repairs to be made and the expense of such work shall be paid by Breezeline upon demand by the City.

(c) Whenever Breezeline or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the City if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Breezeline shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days, weather permitting.

(d) Breezeline's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, Commonwealth and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, Commonwealth and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Breezeline shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(e) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Breezeline personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(f) Whenever Breezeline or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Breezeline shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Breezeline shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(g) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.8 SERVICE AREA MAPS

Upon thirty (30) days written request, Breezeline shall permit the City to view a complete set of Breezeline service area strand maps of the City on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by City

officials shall be at a mutually agreed time and location. Should the City wish to obtain such strand maps of the City for its exclusive use, Breezeline shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the City and Breezeline have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.9 DISCONNECTION AND RELOCATION

(a) Breezeline shall, at no cost to the City, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the City or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Breezeline to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City shall treat Breezeline the same as, and require no more of Breezeline than, any similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

3.10 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the City, it shall be necessary, in the reasonable judgment of the City or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the City shall have the right to do so without cost or liability, provided that, wherever possible, the City shall give Breezeline notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the City shall treat Breezeline the same as, and require no more of Breezeline than, any other similarly situated entity.

3.11 TREE TRIMMING

(a) Breezeline, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Breezeline. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Breezeline or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the City for permission, with the exception of Emergency situations as defined in Section 1(l), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the City.

3.12 CHANNEL CAPACITY

Breezeline shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and Commonwealth law and regulations.

3.13 BROADCAST CHANNELS

To the extent required by federal law, Breezeline shall provide all Subscribers with Basic Service including, but not limited to, the following: (a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; (b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Public, Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.14 SIGNAL SCRAMBLING

Breezeline shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.15 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Breezeline provided their financial and other obligations to Breezeline are honored. Subject to Force Majeure provisions in Section 9.1, Breezeline shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Breezeline shall use its best efforts to interrupt service only during periods of minimum use. When necessary Service Interruptions of more than twenty-four (24) hours can be anticipated, Breezeline shall notify Subscribers in advance of such Service Interruption along with providing Subscribers with a pro-rata credit for the time of such Service Interruption.

3.16 PARENTAL CONTROL CAPABILITY

Breezeline shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to Section 641 of the Cable Act.

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 TELEPHONE AVAILABILITY

(a) Breezeline shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours.

After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Breezeline will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the City determines, after receiving Complaints itself and/or receiving a record of Complaints made to Breezeline in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the City shall notify Breezeline in writing that it must measure its compliance with these requirements for the next three months and report to the City the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Breezeline shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Breezeline shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Breezeline employee or agent, including any subcontractor, shall prominently display the Breezeline logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Breezeline shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Breezeline may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Breezeline may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) In accordance with applicable federal law, Breezeline shall provide written information to each Subscriber upon initial subscription, and at least once per calendar year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber Complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Breezeline shall notify Subscribers and the City in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Breezeline. Breezeline shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the City on the transaction between Breezeline and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The City hereby requests that Breezeline omit the City's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Breezeline shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Breezeline shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the City is contacted directly about a Subscriber Complaint, it shall notify Breezeline promptly and in writing. When Breezeline receives such notification, Breezeline shall respond in writing within the time period specified in Section 4.5(a)

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Breezeline has the option of withholding the disputed amount, without a late fee or disconnection, until Breezeline has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Breezeline in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Breezeline's sole discretion to determine when the dispute has been resolved.

(d) Breezeline shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Breezeline may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Breezeline has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Breezeline regarding the bill; or

(d) If at any time and without notice, Breezeline determines in good faith that Subscriber has tampered with or abused Breezeline's equipment or service or is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Breezeline shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Breezeline. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Breezeline or scheduled at the convenience of the Subscriber.

(b) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Breezeline shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

Breezeline shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Breezeline shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

SECTION 5 **REGULATION BY THE CITY**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The City shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Breezeline specified in Section 9.3, all documents, records and other pertinent information maintained by Breezeline which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with terms and conditions of this Agreement and applicable law.

(b) In addition, Breezeline shall maintain for inspection by the public and the City all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Breezeline as proprietary or confidential in nature and furnished to the City or its designated representatives shall be treated as confidential by the City so long as it is permitted to do so under applicable law. Representatives and/or agents of the City may be requested to

execute a non-disclosure agreement prior to the provision by Breezeline of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Breezeline as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the City. The City and its officially designated representatives agree in advance to treat any such information or records which Breezeline reasonably deems would provide an unfair advantage for Breezeline's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to City employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the City acting in their official capacity for information related to the franchise and marked by Breezeline as confidential and/or proprietary, the City shall timely notify Breezeline of such request and shall cooperate with Breezeline in protecting its proprietary and confidential information to the extent permitted by applicable law. Breezeline shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the City or its representatives may conduct a full compliance review with respect to whether Breezeline has complied with the material terms and conditions of this Agreement so long as it provides Breezeline with forty-five (45) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Breezeline may organize the necessary records and documents for appropriate review by the City. Within thirty (30) days of a written request, Breezeline shall provide the City with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The City shall promptly inform Breezeline in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review

5.3 RESERVED AUTHORITY

The City reserves the regulatory authority arising from the Cable Act and any other applicable federal or Commonwealth laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the City's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Breezeline's rights under this Agreement are subject to the police powers of the City to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the City's exercise of the police power results in a material alteration of the terms

and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Breezeline of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the City to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Breezeline shall apply to the City for all required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the City. Breezeline shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Breezeline shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, Breezeline shall provide the following reports to the City:

(a) **Subscriber Complaint Reports**

Within thirty (30) days of a written request, Breezeline shall submit to the City a report showing the number of Complaints, as defined in Section 1(g), that required a work order and/or service call, originating from the City and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition and upon written request, Breezeline shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of Complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions and the approximate length of time of each such interruption;

(b) Government Reports

Breezeline shall provide to the City, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Breezeline has submitted to any federal, Commonwealth or local regulatory agencies if such documents relate specifically to Breezeline's Cable System within the City. Breezeline shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6
COMPENSATION TO THE CITY

6.1 FRANCHISE FEES

Breezeline shall pay to the City an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the City. Breezeline shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The City may amend the Franchise Fee upon written notice to Breezeline provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the City shall accompany such written notice. Any change in Breezeline's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the City under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the City. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the City may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Breezeline shall deposit the Franchise Fee payments electronically into an account as designated by the City

6.3 QUARTERLY REPORTS

Each Franchise Fee payment shall be accompanied by a written report containing an accurate statement of Breezeline's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Breezeline's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Breezeline.

6.4 FRANCHISE FEE REVIEW

(a) Not more than twice during the franchise term, the City shall have the right to conduct a Franchise Fee review or audit of Breezeline's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within sixty (60) months from the date the City receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Breezeline shall provide the City with copies of financial records related to the Franchise Fee review or audit.

(b) In the event of an alleged underpayment, the City shall provide Breezeline with a written statement indicating the basis for the alleged underpayment. . If the franchise fee audit or review reveals that there has been no over- or underpayments, the City shall provide written notice to Breezeline indicating that no over- or underpayments were found and that the franchise fee review is closed. Breezeline shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the City with any written objection to the results of the review or audit, including any substantiating documentation. Based on this exchange of information, the City shall make a final determination of the over or underpayment(s), if any, within thirty (30) days of Breezeline's objection and shall provide Breezeline with written notice of the determination. If Breezeline disputes the City's final determination, it may submit the dispute to a mutually agreed upon mediator within thirty (30) days of receiving the City's written notice of determination. In the event that Breezeline fails to submit the matter to mediation or arbitration within the required time period, the City's final determination shall be binding on Breezeline.

(c) Any Franchise Fee payment due to the City as a result of the Franchise Fee review shall be paid to the City by Breezeline within forty-five (45) days from the date the City notifies Breezeline of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the audit or Franchise Fee review shows that Franchise Fees have been underpaid, then Breezeline shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Breezeline shall also pay up to three thousand dollars (\$3,000.00) of the documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the City that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to cable services.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Breezeline shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Grantee intends to charge for the services required by this section, it will give the City 120 days' notice of the commencement of charges. The charges shall be consistent with applicable law – as of the Effective Date, defined as the “marginal cost” of providing Cable Services. Grantee will disclose in writing reasonable detail sufficient to define the marginal cost and the amount due. Grantee shall arrange with the City for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include all applicable fees and taxes and shall be subject to adjustment at a time consistent with applicable law. The City may remove locations or change the level of cable service indicated on Exhibit A with thirty 30-days written notice to Grantee. The City may elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the City may change a Public Building location listed in Exhibit A upon 90-days written notice to Breezeline, provided that the new location is within one hundred twenty-five 125 feet of existing Breezeline cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Upon written request and within one hundred twenty days of such written request, Breezeline shall make available to the City the use of one (1) Educational and Governmental (“EG”) Access Channel(s) in accordance with Section 611 of the Cable Act. Such EG Channel(s) shall be used for community programming related to educational and/or governmental activities. The City shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel(s), and may delegate such functions, or a portion of such functions, to a designated access provider. Breezeline shall not exercise any editorial control over EG Channel programming. Breezeline shall cablecast the activated EG Channel(s) so that they may be received by all Breezeline Subscribers in the City.

(b) To enable the City to utilize the EG Channel, Breezeline shall provide the necessary equipment (EG Access Transport Equipment SRT Encoder) to activate and transport high quality video and audio between the video origination location and the Breezeline headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the City. This link and equipment shall be collectively known as the “Return Path.” Breezeline shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the City.

(c) Breezeline shall be responsible for maintaining the Return Path(s) to the origination site(s) of the EG Channel(s) so long as the City provides Breezeline with access to such location and access to the EG Channel equipment within such locations. Breezeline shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the

signal to the channel aggregation site for further processing and distribution to Subscribers. Breezeline shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(d) Any expenditure for the necessary encoding equipment made in connection with the activation of the Return Path shall be at the expense of the City. The City and Breezeline further agree that all costs incurred by Breezeline for supporting such EG Channel, including any and all equipment, may be designated as “costs of franchise requirements” or “external costs” as defined by the FCC and Breezeline reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The City or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The City and Breezeline agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the City, Breezeline shall, at the City’s expense, relocate the EG origination site and the associated Return Path as follows: (i) Breezeline’s obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (ii) the City shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the City or its designee does not program any EG Channel, Breezeline may request the use of this channel subject to written approval by the City. If the City approves Breezeline’s use of an EG Channel and, subsequent to such approval, the City requests the utilization of the EG Channel being programmed by Breezeline, Breezeline shall relinquish such use no later than sixty (60) days after receipt of written notification from the City that it requires such channel for educational and/or governmental use.

(h) Breezeline shall use its best efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that Breezeline deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Breezeline shall provide the City thirty (30) days advance written notice of any change in EG Channel assignments.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMNIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the City has reason to believe that Breezeline violated any provision of this Agreement, it shall notify Breezeline in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the City.

(b) Breezeline shall have forty-five (45) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Breezeline must cure the violation shall be extended by the City in writing for such additional time necessary to complete the cure, provided that Breezeline shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the City.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) above, and, in the City's judgment, Breezeline has not taken reasonable steps to cure the violation, then the City may deem that Breezeline is liable for liquidated damages and/or any other right or remedy and the City's costs in accordance with Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Breezeline's failure to comply with provisions of this Agreement will result in injury to the City and because it will be difficult to measure the extent of such injury, the City may assess liquidated damages against Breezeline in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Breezeline has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Breezeline or legal action by the City, but shall be in addition to such specific performance or legal action.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the City. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The City may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction before, during, or after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the City under this Agreement, the City reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Breezeline practiced any fraud or deceit upon the City in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Breezeline repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Breezeline repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Breezeline or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Breezeline shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the City Council after an appropriate public hearing that shall afford Breezeline due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth. All notice requirements shall be met by providing Breezeline at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The City, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Breezeline of mitigating circumstances or good cause for the existence of such grounds. The City shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Breezeline. If Breezeline appeals such determination to an appropriate court, the revocation shall be stayed.

8.4 PERFORMANCE BOND

(a) Breezeline shall obtain and maintain, within thirty (30) days of the Effective Date and throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Breezeline's faithful performance of its obligations. The performance bond shall provide that the City may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the City for Breezeline's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-five Thousand Dollars (\$25,000). Breezeline shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the City.

8.5 INSURANCE

(a) Breezeline shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Breezeline or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) The City, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Breezeline shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the City verifying that Breezeline has obtained such alternative insurance. Breezeline shall provide the City with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Breezeline shall deliver to the City Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement, on an annual basis.

8.6 INDEMNIFICATION

(a) Breezeline shall indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Breezeline, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities of Breezeline. The City shall give Breezeline timely written notice of its obligation to indemnify and defend the City. The obligation to indemnify, defend, save and hold the City harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the City determines that it is necessary for it to employ separate counsel, in addition to that provided by Breezeline, the cost for such separate counsel shall be the responsibility of the City. Breezeline shall not indemnify the City for any claims resulting solely from acts of willful misconduct or negligence on the part of the City.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Breezeline is unable in whole or in part to carry out its obligations hereunder, Breezeline shall not be deemed in violation of this Agreement during the continuance of such inability. Breezeline shall notify City within ninety 90 days if a condition of Force Majeure causes an inability to complete a project otherwise meeting the density and other requirements in this Agreement.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Breezeline shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the City or property owner may deem any property not removed as having been abandoned and the City may remove it at Breezeline's cost.

(b) During the term of the Agreement, if Breezeline decides to abandon or no longer use all or part of its Cable System, it shall give the City written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The City shall have the right to either require Breezeline to remove the property, remove the property itself and charge Breezeline with the costs related thereto, or transfer ownership of the property to the City's designee provided fair market value is paid to Breezeline.

(c) Notwithstanding the above, Breezeline shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Breezeline from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the City shall be sent to:

City of Warren
Attn: City Manager
318 W. Third Avenue
Municipal Building
Warren, PA 16365

The City may specify any change of address in writing to Breezeline. Every notice to be served upon Breezeline shall be sent to:

Breezeline
Three Batterymarch Park, Suite 200
Quincy, MA 02169
Attn: General Counsel

With a copy to:

Breezeline
2200 Beale Avenue
Altoona, PA 16601
Attn: VP and General Manager

Breezeline may specify any changes of address in writing to the City. Each delivery to Breezeline or the City shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Breezeline is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Warren, or in the United States District Court for the Western District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Breezeline nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the City, provided that such consent shall not be unreasonably withheld.

(b) Neither Breezeline nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the City, provided that such consent shall not be unreasonably withheld.

(c) Neither Breezeline nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five percent (25%) of its equitable ownership in the Cable System without the prior written consent of the City, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Breezeline in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Breezeline.

(e) Breezeline shall make written application to the City of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The City shall have thirty (30) days from the receipt of FCC Form 394 to notify Breezeline of any additional information it needs to make an informed decision on the transfer or assignment. The City shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment

(f) Any consent by the City for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein,

and cannot be changed without written amendment approved by both the City and Breezeline. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

9.9 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

(a) No course of dealing between the City and Breezeline, nor any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any such rights of the City or acquiescence in the actions of Breezeline in contravention of such rights, except to the extent expressly waived by the City.

(b) No course of dealing between Breezeline and the City, nor any delay on the part of Breezeline in exercising any rights hereunder, shall operate as a waiver of any such rights of Breezeline or acquiescence in the actions of the City in contravention of such rights, except to the extent expressly waived by Breezeline.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the City or Breezeline may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The City and Breezeline may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the City and Breezeline.

9.12 COMPLIANCE WITH LAWS

Breezeline shall comply with all federal, state and generally applicable local laws and regulations.

9.13 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Breezeline, the City and their respective successors and assigns. This Agreement is authorized by Resolution No. 3275 dated December 16, 2024, of the City Council.

WITNESS our hands and official seals to this Cable Franchise Agreement.

CITY OF WARREN

By: _____

Name: David G. Wortman

Title: Mayor

Date: December 17, 2024

COGECO US (PENN), LLC d/b/a BREEZELINE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
COMMUNITY SERVICES LOCATIONS

1. TBD