

**RESOLUTION NO. R16-36**

**A RESOLUTION TO APPROVE A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF LAUREL AND CHARTER COMMUNICATIONS FOR INSTALLATION, CONSTRUCTION, RECONSTRUCTION, OPERATION, AND MAINTENANCE OF A CABLE COMMUNICATIONS SYSTEM WITHIN THE CITY OF LAUREL, MONTANA.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Franchise Agreement negotiated between the City of Laurel and Charter Communications for the provision of a cable communications system in the City of Laurel is hereby approved. A copy is attached hereto for convenience.

Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to accept and execute said agreement on behalf of the City.

Section 3: Effective date. This Agreement shall be effective upon approval of the City Council, and signature by the Parties' respective representatives.

Introduced at a regular meeting of the City Council on May 17, 2016, by Council Member Dickerson.

PASSED and APPROVED by the City Council of the City of Laurel this 17<sup>th</sup> day of May, 2016.

APPROVED by the Mayor this 17<sup>th</sup> day of May, 2016.

CITY OF LAUREL

Mark A Mace  
Mark A. Mace, Mayor

ATTEST:

Kelly Strecker for  
Shirley Ewan, City Clerk/Treasurer

Approved as to form:

Sam S. Painter  
Sam S. Painter, Civil City Attorney

Angela Dierolf  
Franchise Contract and Database Administrator  
Government Relations  
Direct Dial: 314-543-2419  
Email: [angela.dierolf@chartercom.com](mailto:angela.dierolf@chartercom.com)

April 3, 2017

**Certified Mail Delivery**

City of Laurel  
PO Box 10  
Laurel, MT 59044

Re: Charter Communications –Franchise Documents

To Whom It May Concern:

Enclosed please find one (1) fully executed Franchise Agreement between the City of Laurel, MT and Bresnan Communications, L.L.C., I/k/a Charter Communications. Also included is a copy of a Certificate of Insurance, in compliance with Section 7 of the Franchise Agreement.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Angela Dierolf  
Government Relations

Enclosures

C.c. Erik Rasmussen

## FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Laurel, Montana hereinafter referred to as the "Grantor" and Bresnan Communications, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

### 1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenue" means any and all revenue derived directly or indirectly by Grantee, its affiliates, subsidiaries, parent, or any entity in which Grantee has a financial interest from the operation of its Cable System within the Service Area including, but not limited to: 1) all Cable Service fees, 2) Franchise Fees, 3) late fees, 4) Installation and reconnection fees, 5) upgrade and downgrade fees, 6) advertising revenue with no deduction or offset for internal commissions earned by employees of Grantee or its affiliates, subsidiaries, parent, or any entity in which Grantee has a financial interest, 7) home shopping commissions, 8) Converter and remote control rental fees, 9) Lockout Device fees and, 10) production charges for Cable Services. Gross Revenue also includes any exclusion imposed on the City pursuant to Montana law. City and Grantee acknowledge and agree that Grantee will maintain its books and records in accordance with generally accepted accounting principles (GAAP). "Gross Revenues" shall **not** include: 1) Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Grantee revenue within the Service Area, 2) Any taxes and/or fees on services furnished by Grantee imposed on Subscribers by any municipality, state or governmental unit, provided that the Franchise fee and the FCC User Fee shall not be regarded as such a tax or fee, 3) Launch fees and marketing co-op fees, and 4) Unaffiliated third party advertising sales agency fees or commissions which are reflected as a

deduction from revenues, except when Grantee acts as a principal as specified in item (6) immediately above.

- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of *ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14. This Franchise will be automatically extended for an additional term of *five (5) years* from the expiration date as set forth in Section 14, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee 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 Grantor, the Grantee shall likewise place its facilities underground.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor

which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

**5. Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

**6. Service.**

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 11 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

**7. Insurance/Indemnity.**

- a. The Grantee 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	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

**8. Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing,

specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

10. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

11. **Notices, Miscellaneous.**

- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates,

programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Laurel  
P.O. Box 10, Laurel, Montana 59044  
cityclerk@laurel.mt.gov

E-mail: Bresnan Communications, LLC  
VP, GM KMA  
Grantee: 1860 Monad Road  
Billings, MT 59102

Charter Communications  
Attn: Vice President of Government  
Affairs  
Copy to: 12405 Powerscourt Drive  
St. Louis, MO 63131

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.



12. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
13. **Franchise Fee.**
- a. Grantee shall pay to the Grantor, within forty-five (45) days after each calendar quarter ends, an amount equal to five percent (5%) of the Gross Revenues for such calendar quarter.
  - b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder. All amounts paid by the Grantee to the Grantor under this Agreement shall be subject to review and recomputation by the Grantor. If such review indicates an underpayment of Franchise Fees of five percent (5%) or more, then the Grantee will reimburse the cost of such review up to a maximum of two thousand dollars (\$2,000) provided, however, that such review will be conducted no more frequently than once every three (3) years.
14. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on May 17, 2026, unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.
15. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this 17<sup>th</sup> day of May, 2016.

CITY OF LAUREL

Mark A. Mace  
Mark A. Mace, Mayor

ATTEST:

Shirley Ewan for  
Shirley Ewan, Clerk/Treasurer

Accepted this 29 day of Mar, 2017, subject to applicable federal, state and local law.

Bresnan Communications, LLC I/k/a Charter  
Communication

Signature: Mark E. Brown

Name/Title: Mark Brown, VP Government Affairs

Date: 3/29/2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: StLouis.CertRequest@marsh.com Fax: 212-948-0811	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
Y                                  n		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A :</b> Old Republic Insurance Company      NAIC # 24147
		<b>INSURER B :</b> ACE Property and Casualty Insurance Company      20699
		<b>INSURER C :</b>
		<b>INSURER D :</b>
		<b>INSURER E :</b>
		<b>INSURER F :</b>

**COVERAGES**                                  **CERTIFICATE NUMBER:** CHI-006007349-14                                  **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY 305715	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB 305710	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED          RETENTION \$			XOOG28119616001	05/18/2016	05/18/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <span style="float: right;">Y/N <input checked="" type="checkbox"/> N    N/A</span>			MWC 305714 00	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 (See reverse and/or attached for additional information)

**CERTIFICATE HOLDER**                                  **CANCELLATION**

City of Laurel- City Hall 115 West First PO Box 10 Laurel, MT 59044	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA Inc.		NAMED INSURED Charter Communications, Inc. 12405 Powerscourt Drive St. Louis, MO 63131	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

- Charter Communications, Inc. and their:
- subsidiaries, associated, affiliated and inter-related companies;
  - controlled or majority (more than 50%) owned partnerships, limited liability companies;
  - interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability companies;
  - interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
  - any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

American Cable Entertainment Company, LLC	Charter Communications VI, LLC	HPI Acquisition Co., L.L.C.
Athens Cablevision, Inc.	Charter Communications V, LLC	Interlink Communication Partners, LLC
Ausable Cable TV, Inc.	Charter Communications, LLC	Long Beach, LLC
Cable Equities Colorado, LLC	Charter Video Electronics, Inc.	Marcus Cable Associates, L.L.C.
CC10, LLC	Dalton Cablevision, Inc.	Marcus Cable of Alabama, L.L.C.
CC Michigan, LLC	Falcon Cable Media, a California Limited Partnership	Marcus Cable, Inc.
CC Systems, LLC	Falcon Cable Systems Company II, L.P.	Midwest Cable Communications, Inc.
CC VIII Operating, LLC	Falcon Cablevision, a California Limited Partnership	Peachtree Cable TV, L.P.
CCO SoCal I, LLC	Falcon Community Cable, L.P.	Plattsburgh Cablevision, Inc.
CCO SoCal II, LLC	Falcon Community Ventures I Limited Partnership	Renaissance Media, LLC
Charter Cable Partners, L.L.C.	Falcon First Cable of New York, Inc.	Rifkin Acquisition Partners, LLC
Charter Communications Entertainment I, LLC	Falcon First Cable of the Southeast, Inc.	Robin Media Group, Inc.
Charter Communications Entertainment II, LLC	Falcon Telecable, a California Limited Partnership	Scottsboro TV Cable, Inc.
Charter Communications Operating, LLC	Falcon Video Communications, L.P.	Tennessee, LLC
Charter Communications Properties LLC	The Helicon Group, L.P.	Tioga Cable Company, Inc.
Bresnan Communications, LLC	Hometown T.V., Inc.	Vista Broadband Communications, LLC
Bresnan Digital Services, LLC	Bresnan Broadband Holdings, LLC	Bresnan Microwave of Montana, LLC
Bresnan Broadband of Utah, LLC	Bresnan Broadband of Colorado, LLC	Bresnan Broadband of Montana, LLC
Communications VI LLC	Bresnan Broadband of Wyoming, LLC	Bright House Networks (eff. 5/18/16)

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

City of Laurel- City Hall is added as Additional Insured to the Commercial General Liability and Automobile Liability policies but only with respects to the requirements of the written contract or agreement with the Named Insured. Additional Insured status becomes effective once the written contract or agreement is fully executed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, INC. 701 Market Street, Suite 1100 St. Louis, MO 63101	<b>CONTACT NAME:</b> Angela Dierolf <b>PHONE (A/C, No, Ext):</b> 314-543-2419 <b>E-MAIL ADDRESS:</b> Angela.Dierolf@charter.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901	<b>COMPANY A:</b> National Union Fire Ins Co Pittsburgh PA	<b>NAIC #</b> 19445
	<b>COMPANY B:</b> Commerce and Industry Insurance Company	<b>NAIC #</b> 19410
	<b>COMPANY C:</b> Ace Property & Casualty Insurance Company	<b>NAIC #</b> 20699
	<b>COMPANY D:</b> Insurance Company of State of	<b>NAIC #</b> 19429
	<b>COMPANY E:</b> New Hampshire Insurance Company	<b>NAIC #</b> 23841

**COVERAGES**                      **CERTIFICATE NUMBER:** 225928                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	3629906	1/1/2017	1/1/2018	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$500,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$3,000,000 PRODUCTS - COMP/OP AGG \$ \$1,000,000 \$
A A A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	1921838 (AOS) 1921839 (MA) 1921840 (VA)	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			XOOG28119616002	1/1/2017	1/1/2018	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N    N/A	See second page for specific policy information.	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$5,000,000 E.L. DISEASE - POLICY LIMIT \$ \$5,000,000
A	Excess WC OH (\$5M Retention)			6583134 (OH)	1/1/2017	1/1/2018	Employers Liability \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional insureds and any additional language.

### CERTIFICATE HOLDER

### CANCELLATION

City of Laurel P.O. Box 10 Laurel, MT 59044	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> Joseph M. Lee
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# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> One Federal Street Boston, MA 02110 USA	<b>NAMED INSURED</b> Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901
<b>EFFECTIVE DATE:</b> 01/01/2017	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Reference: 225928

City of Laurel, City of Laurel  
P.O. Box 10  
Laurel, MT 59044 are added as Additional Insured to the Commercial General Liability policy but only with respects  
to the requirements of the written contract or agreement with the Named Insured. Additional Insured status becomes  
effective once the written contract or agreement is fully executed.

### WORKERS COMPENSATION POLICY INFORMATION

Insurer	Policy Number	Effective Date	Expiration Date
D	014649696 (MA,WA,WI,WY)	1/1/2017	1/1/2018
E	014649697 (AZ)	1/1/2017	1/1/2018
E	014649698 (MN)	1/1/2017	1/1/2018
E	014649699 (AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT)	1/1/2017	1/1/2018
E	014649700 (ME)	1/1/2017	1/1/2018
E	014649701 (CA)	1/1/2017	1/1/2018
E	014649702 (FL)	1/1/2017	1/1/2018

Charter Communications, Inc. dba Spectrum and their

- Subsidiaries, associated, affiliated and inter-related companies;
- Controlled or majority (more than 50%) owned partnerships, limited liability companies;
- Interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability companies;
- Interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- Any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

American Cable Entertainment Company, Athens Cablevision, LLC, Bresnan Broadband Holdings, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Broadband of Montana, LLC, Bresnan Broadband of Utah, LLC, Bresnan Broadband of Wyoming, LLC, Bresnan Communications, LLC, Bresnan Digital Services, LLC, Bresnan Microwave of MT, LLC, Bright House Networks Information Systems (Alabama), LLC, Bright House Networks Information Systems (California), LLC, Bright House Networks Information Systems (Florida), LLC, Bright House Networks Information Systems (Indiana), LLC, Bright House Networks Information Systems (Michigan), LLC, Bright House Networks, LLC, Cable Equities Colorado, LLC, CC 10, LLC, CC Michigan, LLC, CC Systems, LLC, CC VIII Fiberlink, LLC, CC VIII Operating, LLC, CCO Social 1, LLC, CCO Social II, LLC, Charter Advanced Services (AL), LLC, Charter Advanced Services (CA), LLC, Charter Advanced Services (CO), LLC, Charter Advanced Services (CT), LLC, Charter Advanced Services (GA), LLC, Charter Advanced Services (IL), LLC, Charter Advanced Services (IA), LLC, Charter Advanced Services (MA), LLC, Charter Advanced Services (MD), LLC, Charter Advanced Services (MI), LLC, Charter Advanced Services (MN), LLC, Charter Advanced Services (MO), LLC, Charter Advanced Services (MS), LLC, Charter Advanced Services (MT), LLC, Charter Advanced Services (NC), LLC, Charter Advanced Services (NE), LLC, Charter Advanced Services (NH), LLC, Charter Advanced Services (NV), LLC, Charter Advanced Services (NY), LLC, Charter Advanced Services (OR), LLC, Charter Advanced Services (SC), LLC, Charter Advanced Services (TN), LLC, Charter Advanced Services (TX), LLC, Charter Advanced Services (UT), LLC, Charter Advanced Services (VA), LLC, Charter Advanced Services (VT), LLC, Charter Advanced Services (WA), LLC, Charter Advanced Services (WI), LLC, Charter Advanced Services (WY), LLC, Charter Advanced Services VIII (MI), LLC, Charter Advanced Services VIII (MN), LLC, Charter Advanced Services VIII (WI), LLC, Charter Cable Partners, LLC, Charter Communications Entertainment I, LLC, Charter Communications Entertainment II, LLC, Charter Communications Entertainment VII, LLC, Charter Communications Operating, LLC, Charter Communications Properties LLC, Charter Communications VI, L.L.C., Charter Communications, LLC, Charter Fiberlink - Alabama, LLC, Charter Fiberlink - Georgia, LLC, Charter Fiberlink - Illinois, LLC, Charter Fiberlink - Maryland II, LLC, Charter Fiberlink - Michigan, LLC, Charter Fiberlink - Missouri, LLC, Charter Fiberlink - Nebraska, LLC, Charter Fiberlink - Pennsylvania, LLC, Charter Fiberlink - Tennessee, LLC, Charter Fiberlink AR-CCVII, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OH-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter Video Electronics, LLC, DukeNet Communications LLC, Falcon Cable Media, a California Limited Partnership, Falcon Cable Systems Company II, L.P., Falcon Cablevision, a California Limited Partnership, Falcon Community Cable, L.P., Falcon Community Ventures I Limited Partnership, Falcon First Cable of the Southeast, LLC, Falcon Telecable, a California Limited Partnership, Falcon Video Communications, L.P., Hometown T.V., LLC, HPI Acquisition Co. LLC, Insight Communications Midwest, LLC, Insight Communications of Central Ohio, LLC, Insight Kentucky Partners II, L.P., Interlink Communications Partners, LLC, Long Beach LLC, Marcus Cable, LLC, Marcus Cable Associates, L.L.C., Marcus Cable of Alabama, L.L.C., Midwest Cable Communications, LLC, Navisite LLC, Oceanic Time Warner Cable LLC, Peachtree Cable TV, L.P., Renaissance Media LLC, Rifkin Acquisition Partners, LLC, Robin Media Group, LLC, Scottsboro TV Cable, LLC, The Helicon Group, L.P., Time Warner Cable Business LLC, Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable Internet LLC, Time Warner Cable Media LLC, Time Warner Cable Midwest LLC, Time Warner Cable New York City LLC, Time Warner Cable Northeast LLC, Time Warner Cable Pacific West LLC, Time Warner Cable Southeast LLC, Time Warner Cable Sports LLC, Time Warner Cable Texas LLC, TWC Administration LLC, TWC Digital Phone LLC, TWC News and Local Programming LLC, TWC Regional Sports Network I LLC, Vista Broadband Communications, LLC

... and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name of Additional Insured Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRED YOU TO OBTAIN THIS AGREEMENT FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

This endorsement, effective 12:01 A.M. 1/1/2017, forms a part of  
Policy No. 1921838 (AOS), 1921839 (MA), 1921840 (VA)  
issued to Charter Communications, Inc.  
National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SCHEDULE**

Additional Insured:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. Section II – LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured is amended to add:

d. Any person or organization, shown in the Schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.