



SUGGESTED AGENDA
Work Session in the
Armory Civic Center
501 US Hwy 158 Business E., Warrenton, NC

6:00 PM
June 21, 2023

Call to Order Work Session – Chairman or Designee
Moment of Silence, Prayer & Pledge

Work Session Agenda

1. ADOPT SUGGESTED AGENDA

Conflict of Interest Disclosure Statement

“Members of the Warren County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County Commissioners with respect to which there is a conflict of interest or appearance of such conflict”.

- In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.
- Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board today?
- If so, please identify the conflict and refrain from any undue participation in the particular matter involved.

2. BI-ANNUAL REPORTS

- A. Register of Deeds (Written Only) - Yvonne Alston
- B. County Attorney (Written Only) - Shiekell Richardson
- C. Community and Economic Development (Written and In-Person) - Charla Duncan, Director

3. PRESENTATIONS

- A. Access-On Broadband Progress Update - Erik Dixon
- B. My Future NC - Brett Brenton, Regional Impact Manager

4. ACTION ITEMS

- A. Consider Approval of Budget Amendment 9 - Nikki Dickerson, Interim Finance Director
- B. Consider Approval of Capital Project Ordinance: AIA Water System (GPS Survey and GIS Mapping) Fund 89 - Nikki Dickerson, Interim Finance Manager
- C. Consider Approval of Purchase and Installation of Outdoor Fitness Equipment for the Warren

County Recreation Complex and Authorize the County Manager to Execute Agreements upon Review and Approval of the County Attorney - Bonnie Fitz, Director

- D. Consider Approval of the Annual Audit FY23 Agreement - Nikki Dickerson, Interim Finance Director
- E. Consider Approval of FY 23 - 24 Budget Adoption
 - 1. Approval of FY23-24 Pay Plan, Reclassification Requests, New Positions and Establish Authorized Position Count
 - 2. Adoption of FY23-24 Warren County Budget Ordinance and FY24 Capital Improvement Plan
- F. Consider Approval of Agreement with Spectrum for Dedicated Fiber Build and 3-Year Service Agreement for the Board of Elections and Parks and Recreation and Authorize the County Manager to Execute the Agreement upon Review and Approval of the County Attorney

5. ADJOURN June 21, 2023 BOARD MEETING



WARREN COUNTY REGISTER OF DEEDS

P.O. Box 506

Warrenton, North Carolina 27589

(252) 257-3265

To: Warren County Board of Commissioners

Through: Vincent Jones, County Manager

From: Yvonne D. Alston, Register of Deeds Director

Date: June 15, 2023

Subject: Register of Deeds Bi-Annual Report

Everything is going well at the Register of Deeds Office:

- We have finished scanning all of the books beginning with the year 1779.
- Once the vendor completes this project, the information will be placed on the website.
- The e-Recording project is planned for the upcoming year.



WARREN COUNTY ATTORNEY
Shiekell Richardson

602 WEST RIDGEWAY STREET
WARRENTON, NORTH CAROLINA 27589
shiekellrichardson@warrencountync.gov
252-213-4740

I appreciate the opportunity to serve as County Attorney since February 28th. I would like to take this opportunity to highlight several accomplishments I have achieved during my tenure:

1. **Attendance:** I have actively participated in board meetings, work sessions, planning board meetings, and board adjustment meetings. This consistent engagement has ensured that I remain up to date on important county matters.
2. **Contract Review:** I have diligently reviewed contracts, prioritizing legal compliance, and safeguarding the county's best interests.
3. **Professional Development:** To further enrich my legal expertise and capabilities, I have actively pursued various professional development opportunities. I have successfully completed several training courses, including open meetings law, economic development, health directors legal conference, NC summit reducing overdose, and a quasi-judicial course.
4. **HR Collaboration:** I have collaborated closely with the HR department to ensure compliance with personnel manual regulations, specifically addressing unemployment and workers' compensation claims.
5. **Public Records Requests:** I have successfully fulfilled several public records requests, demonstrating responsiveness and adherence to transparency requirements.

Additionally, I have successfully resolved inherited matters, such as preparing a sheriff's deed for a property resulting from a foreclosure dating back to 2005. I have also provided the necessary approvals for the demolition of several properties, supporting the county's progress.

I have been actively involved in impactful projects, including the great grant and the opioid settlement, both of which have significant implications for the county's well-being.

Looking ahead, I remain dedicated to addressing any matters that contribute to the county's success and overall well-being. Thank you for entrusting me with the role of County Attorney. I assure you of my continued commitment to serving the county with the utmost professionalism and diligence.



Community & Economic Development, June 2023 Report

New and Existing Industries:

- Project Bridge (BridgeTech)
- Project Y.E.P. (Glen Raven expansion)
- Project White Oak

Projects and Partnerships:

- Wrapped up TOD S-Line initiative with NC DOT Rail Division
- Continued participation with Tri-COG FEEDS advisory committee
- EPA Brownfields program
- Annual meeting of the Warren County Public Facilities Company
- Attended RTRP annual board meeting (virtually)

Business Assistance:

- Ongoing marketing through social media and Visit NC (led by Rose Ponton)
- Marketing lunch and learn educational program on May 22nd in partnership with VGCC SBC and the LKG Chamber (led by Rose Ponton)

Strategy and Planning:

- Presented to Warren County Planning Board a request to increase impervious surface in LI and HI districts
- Golden LEAF Site Identification program next steps
- NC Commerce Creating Outdoor Recreation Economies (CORE) – (led by Rose Ponton)
- Launched planning and feasibility work for multi-modal greenway/sidepath with steering committee kick-off meeting
- Finished design work for Salesforce software platform

Grants in Progress:

- NC DOT Paved Trails and Sidewalks Feasibility Study Grant Program- \$175,000 (awarded)
- OneNC grant- \$1,000,000 (Glen Raven)
- Building Reuse grant- \$500,000 (Glen Raven)
- EPA Brownfields Assessment grant- \$500,000
- Rural Transformation Grant- \$300,000

Workforce Development:

- Continued work around VGCC transportation hub/CDL training facility in Warren County
- Procured jobs data and analytics site with Kerr Tar COG

Other:

- Met with Wooten to kick-off engineering work for fairgrounds site and farmers market
- Kicked off ARPA match program for small business marketing campaign with Capital B Studios/WRAL
- Continued in ECU/NC EDA Certified Economic Developer coursework
- Continued work in county's broadband expansion efforts

AccessOn Networks ReConnect Grant Update

Erik Dixon
Strategic Advisor

June 2023

Agenda

- ▶ Introduction
- ▶ AccessOn USDA ReConnect 3 Grant
- ▶ Services to be Offered
- ▶ Timeline
- ▶ Questions?

Introduction: AccessOn Key Players

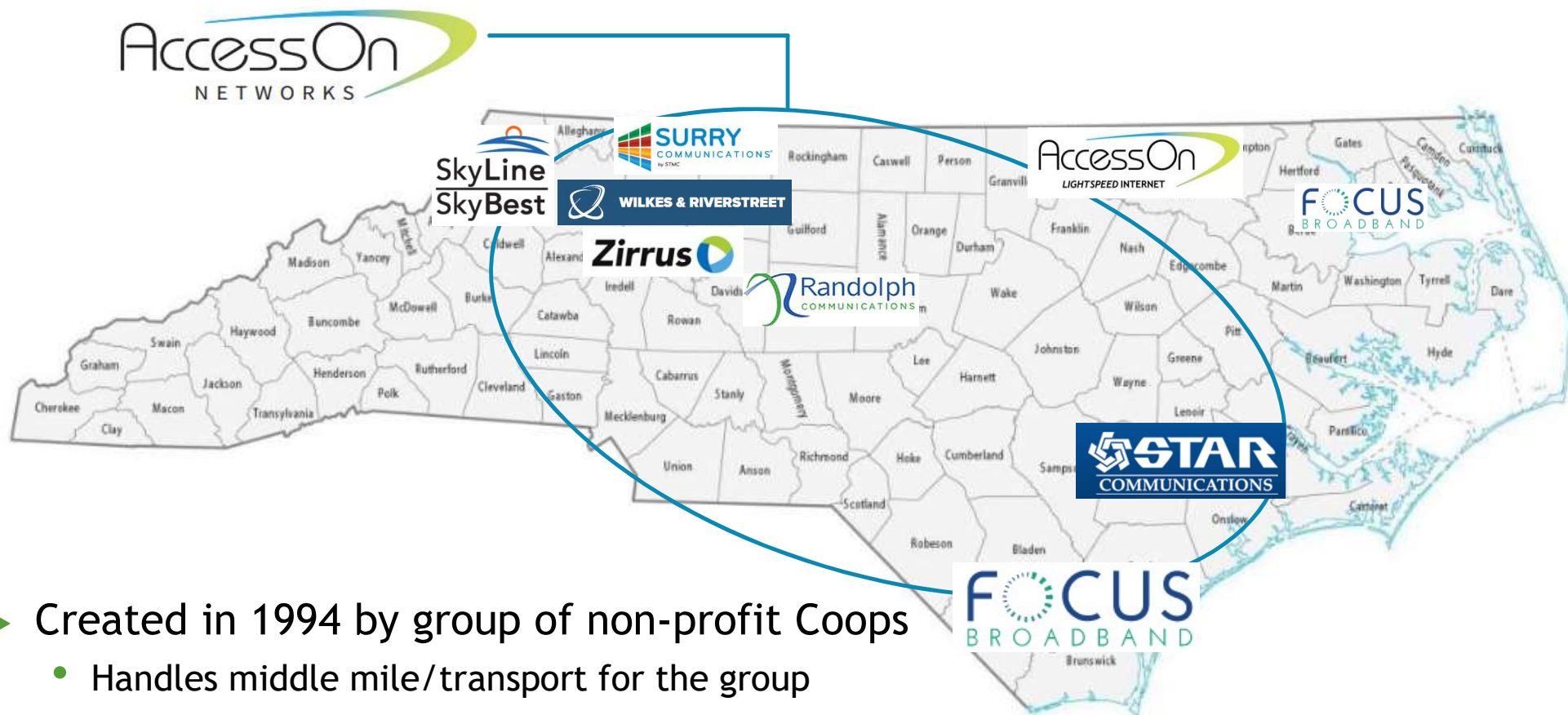
► Myself

- Born and raised in rural NC; lived in NC entire life
- Education: NC State Mech Engineering w/ Masters in Business Admin (UNC-CH)
- Retired Networking industry Exec (netw equipment, semiconductors, software)
- NC State University Board of Trustees
- Came out of retirement to help make a difference for NC
- Warren County property owner since 2011

► Steve Ledford: CEO

► Kyle Zolner: Runs the ReConnect 3 Execution Program

AccessOn Networks: NC's Premier Rural Network Provider



- ▶ Created in 1994 by group of non-profit Coops
 - Handles middle mile/transport for the group
 - Handles business interactions with large, national entities
 - Supporting >50% of rural NC (>240k residences, >10k business, >1.6k healthcare, etc)

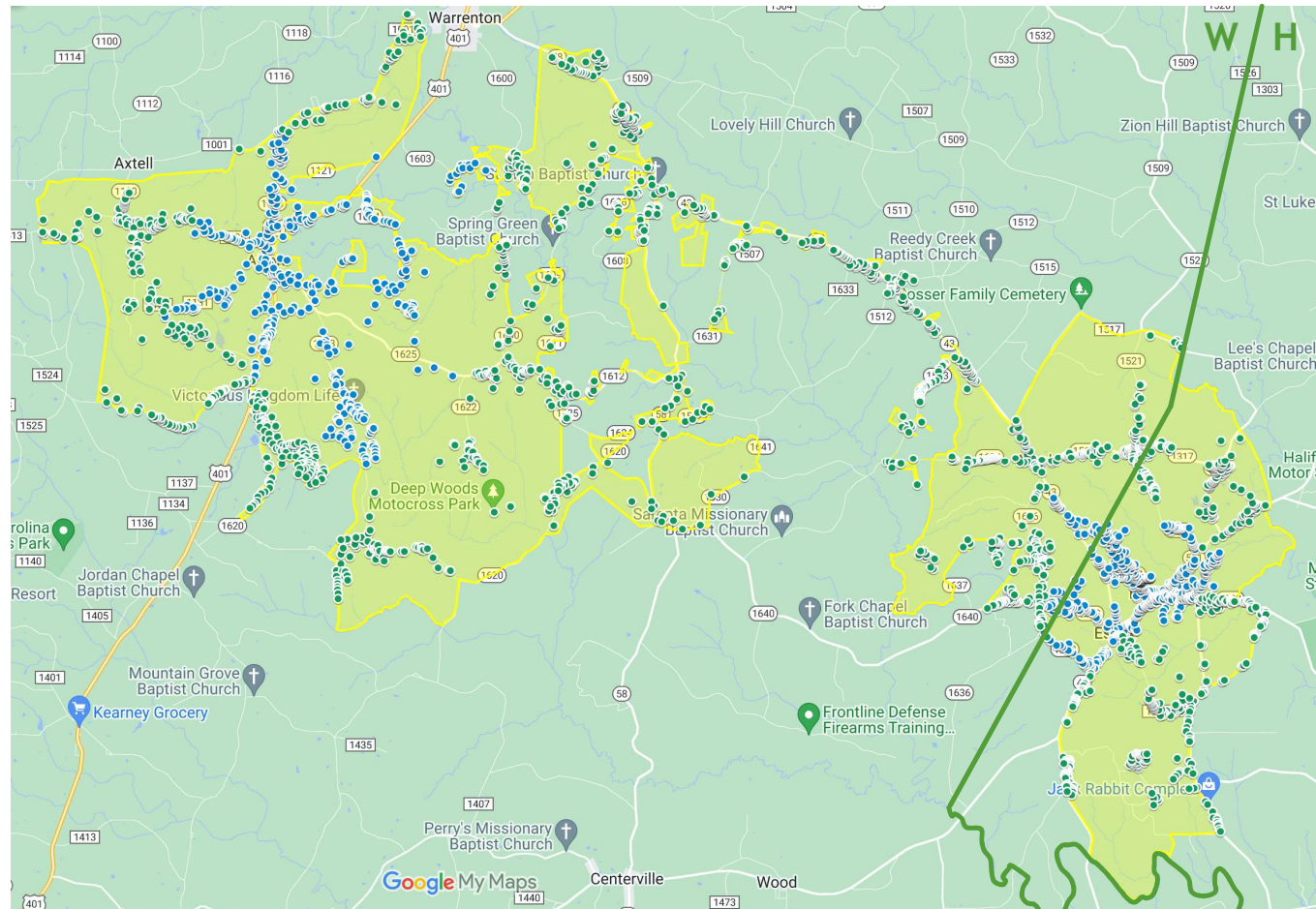
www.accessonnetworks.com

AccessOn Networks Confidential

AccessOn USDA ReConnect 3 Grant

- ▶ Applied in March '22 - \$17.5M
- ▶ Notified of Award in Sept, '22

	<u>Warren</u>	<u>Halifax</u>
Business:	42	30
Residence:	1,234	651
Edu/Gov:	11	6



Service Offering

- ▶ Buried Fiber-to-the-Building Internet Service
 - All underground other than two equipment hut junction points
 - Secure, consistent, not subject to interference, future proofed
- ▶ 100 Mbps (Up) / 100 Mbps (Down) up to 1 Gbps / 1 Gbps (& higher)
 - Data Only & Data/Voice Bundle
- ▶ Affordable service options
 - Group is made up of non-profit Coops
 - FCC Affordable Connectivity Program (ACP) option (up to \$30 if eligible)
- ▶ Available package with Home/Business WiFi to simplify



ReConnect 3: High Level Timeline

- | | |
|---|---------------------|
| ▶ Public Announcement | 10/27/22 |
| ▶ Finalize agreement with USDA | 1Q23 (DONE) |
| ▶ USDA Funds Release Approval | 2Q23 (DONE, 6/8/23) |
| ▶ Network Engineering, detailed plans and specs | Ongoing |
| ▶ Finalize Equipment Hut property deeds and order | ASAP |
| ▶ Kickoff orders for work/materials | 3Q23 |
| ▶ Initial customer goes live | TBD |

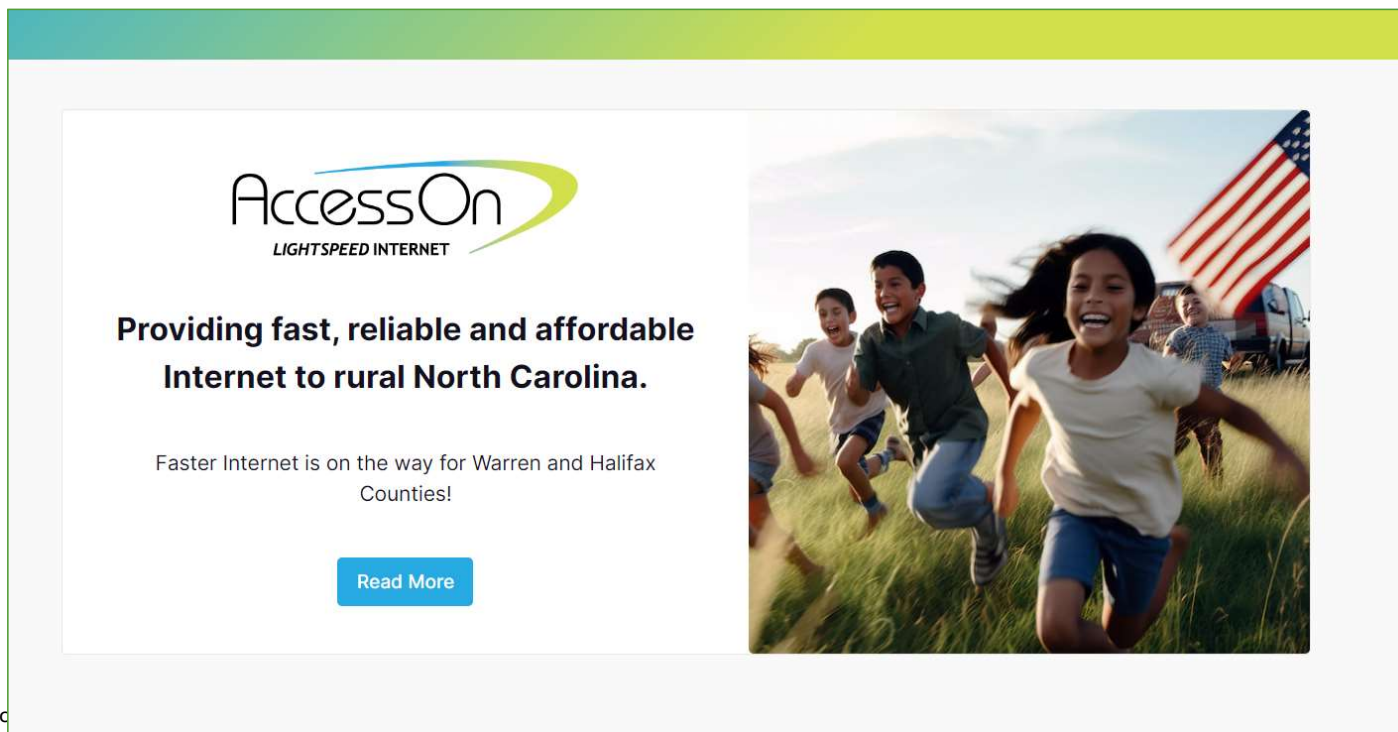
▶ Primary Timeline Risks

- Lag time between order and receiving fiber and networking equipment
- Property for two equipment huts (Near Axtell in WC & Hollister in HC)



Website Online

- ▶ www.accessoninternet.com
- ▶ Interested party fill out contact info
- ▶ Enter address for coverage



Other Information of Interest

- ▶ Timing of the following will be better understood as we reach key schedule milestones (material order commits, begin burying fiber, etc)
- ▶ Begin searching for potential office locations in the area
 - Warrenton?
 - Littleton?
 - Quick search shows minimal available commercial space for lease
- ▶ Hope to hire local staff for the following types of positions
 - Marketing
 - Office Manager
 - Service / Support
 - Customer Installation & Interaction

Questions?

THANK YOU!



Warren County Commissioners

June 21, 2023



Brett Brenton
myFutureNC
Regional Impact Manager
North Central Prosperity Zone



House Bill 664

To ensure that the State remains economically competitive, the State shall ensure that by the year **2030**:

2 MILLION

25- to 44-year-olds will have completed a high-quality credential or postsecondary degree

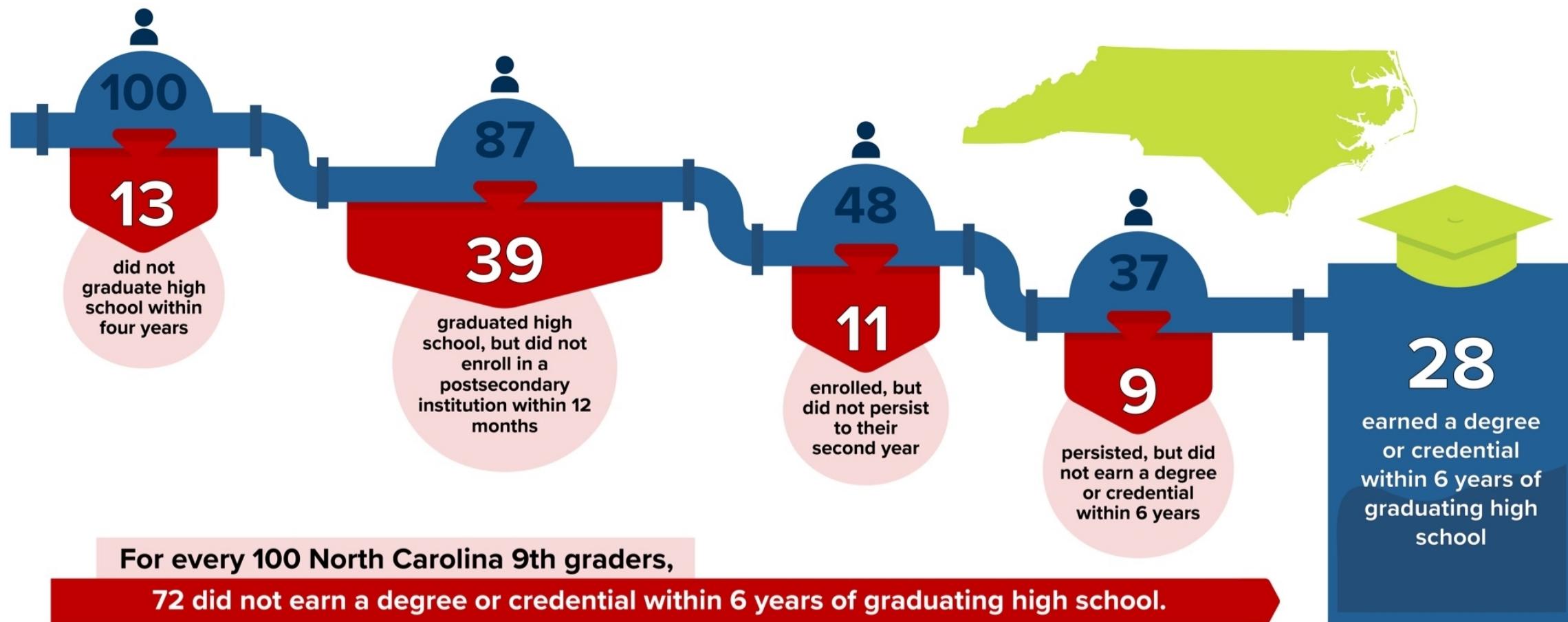


OUR GOAL - HOUSE BILL 664

2 MILLION BY 2030



LEAKY PIPELINE





FOUR KEY TRANSITION AREAS

Academic Readiness

Building the foundation Pre-K to 12; high-quality early learning and strong academic progress in early years helps prepare children for future success.

College & Career Access

Activities that prepare students to navigate the transition to postsecondary include gaining experience in college-level coursework and applying for financial assistance.

Postsecondary Completion

Student progression and educational attainment from high school graduation to postsecondary completion.

Labor Market Alignment

Alignment between the skills of college graduates and the needs of North Carolina employers.

Warren County

2030 NC Degree Attainment Goal: 2 million (67%)
2030 Proposed Warren County Attainment Goal: 2,475 (50%)

Population Spotlight

2010 Census: 20,972
2020 Census: 18,642
Change: -2,330

Growth Rate

-11.1% vs. 9.5%
County State



\$42,808
Median Household Income (2020)



36.4%
Child Poverty Rate (2020)



68%
Households with Broadband (2020)



72%
Home Owners (2020)



73%
Voter Registration Rate (2021)



7.7%
Unemployment Rate (2021)



Updated: Dec 08 2022
Raleigh-Durham Prosperity Zone Sub-Region
Peer County Type: Rural Non-Metro
Local Education Agencies: 1
Charter Schools: 1

Educational Attainment

Warren County residents ages 25-44, 2020

No Degree
71.2%
2,916

Have Degree or Credential
28.8%
1,180



Note: Numbers may add to more than 100% due to rounding

Top Opportunities for Growth

These three areas represent the biggest opportunities for Warren County to improve future attainment outcomes.



Math Performance

5% of Warren County 3-8 graders earn college-and-career-ready scores in Math, below the rural non-metro county average of 26%.



High School Graduation

72% of Warren County 9th graders complete high school in 4 years or less, below the rural non-metro county average of 86%.



Reading Performance

11% of Warren County 3-8 graders earn college-and-career-ready scores in Reading, below the rural non-metro county average of 24%.

Impact of Covid-19 on Education Pipeline

Covid-19 has affected critical transition points along the education continuum.

K-12 Enrollment (district schools)

-3.7% 2021-22 vs. 2019-20

Postsecondary Enrollment

-6.6% 2021 vs. 2020

FAFSA Completion

-38.0% 2021-22 vs. 2018-19

Postsecondary Intentions

-18.1% 2020-21 vs. 2018-19

Data Disruptions

- College-and-Career-Ready in Reading
- College-and-Career-Ready in Math
- Chronic Absenteeism



ncdemography.org

How students in Warren County traditional schools are currently doing:

To meet state goals, each year Warren County needs:

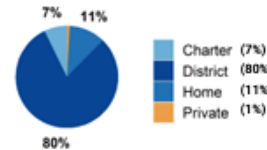
- Warren County has met the goal for **Pre-K enrollment** (goal: 75% vs. 91%), 2022
- 486** more 3-8 graders earning college-and-career-ready scores (level 4 or 5) in **reading** (goal: 73% vs. 11%), 2022
- 633** more 3-8 graders earning college-and-career-ready scores (level 4 or 5) in **math** (goal: 86% vs. 5%), 2022
- 36** more 9th graders to **graduate within four years** (goal: 95% vs. 72%), 2021
- 342** more students to **attend school regularly** (goal: 11% chronic absenteeism vs. 31%), 2021

Warren County has a **student-to-school counselor ratio** of 282:1 versus 318:1 in peer counties, 2021

School Choice

2,127 total students were enrolled in K-12 in Warren County in the 2021-22 school year.

Note: This profile focuses on outcomes of students enrolled in district schools.



Career and College Preparation

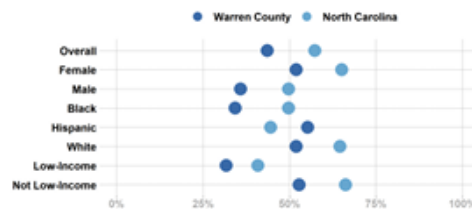
Fewer than 10 high school students took at least one AP course (<5%) versus 7% in peer counties (2021).



51 graduates participated in Career & College Promise programs (46%) versus 49% in peer counties (2021).

Students in Warren County completed **41 Career & Technical Education concentrations** in 2021. The top three CTE concentrations completed include Human Services; Marketing; and Health Science.

Postsecondary Enrollment Rates for Select Groups in Warren County, 2021



Note: Outcomes for demographic groups with fewer than 10 students are not displayed.

2022 COUNTY ATTAINMENT PROFILES

- 100 Unique County Attainment Profiles
- Local Performance on Key Indicators
- Recommended Local Goals
- Opportunities for Growth

WEB LINK

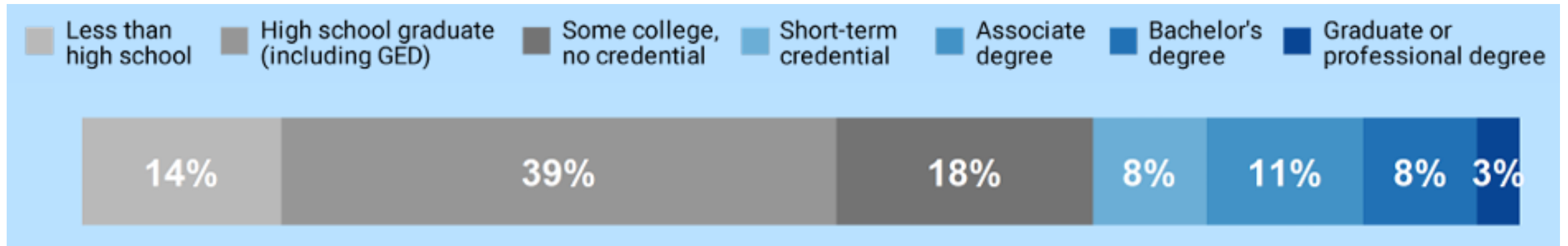
qrco.de/dataresources



SCAN ME

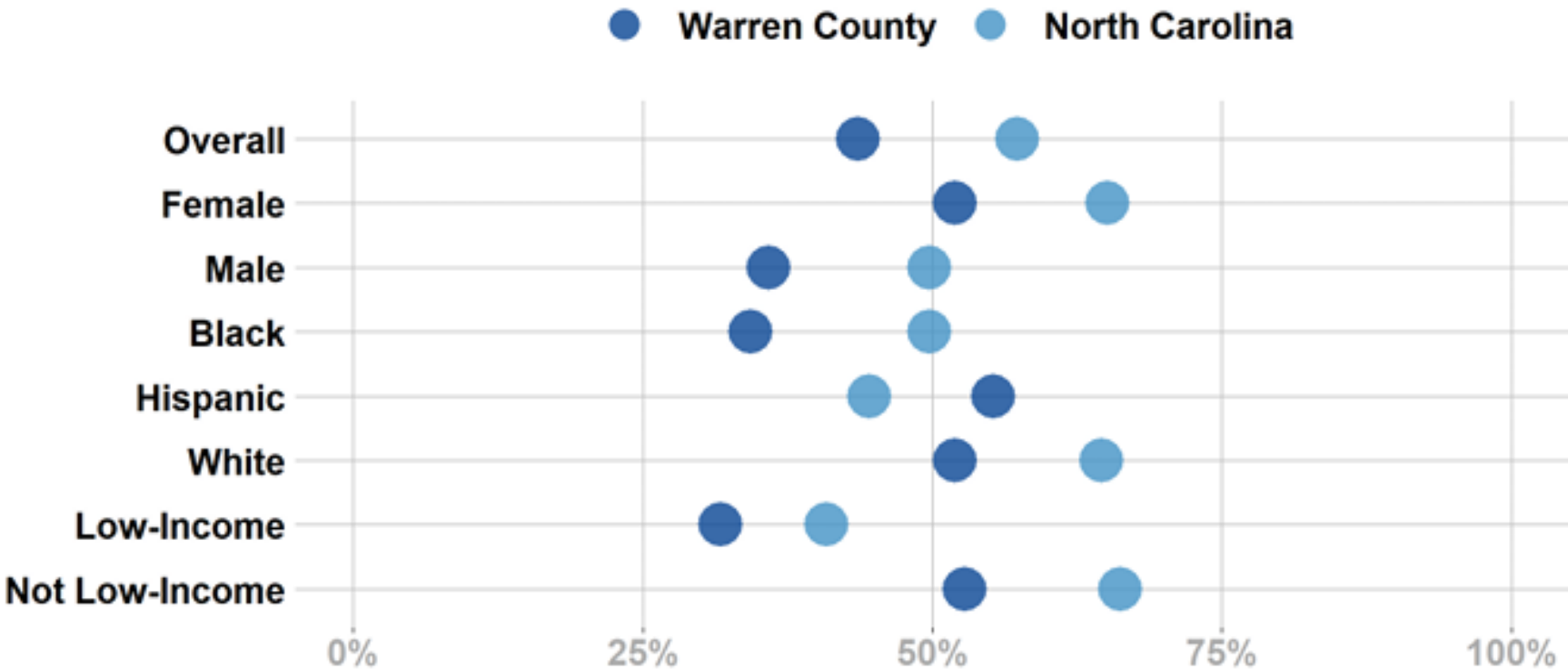
myFUTURENC
2 million by 2030

COUNTY PROFILE SNAPSHOTS



COUNTY PROFILE SNAPSHOTS

Postsecondary Enrollment Rates for Select Groups in Warren County, 2021



COUNTY PROFILE SNAPSHOTS



20.5% of young adults ages 16-24 in Warren County were **not working and not in school** versus **15.2%** in peer counties. 2019

Attainment Ready Communities

- Establish local cross-stakeholder coalition ✓
- Endorse the state attainment goal of 2 million by 2030 ✓
- Adopt the local attainment goal of 2,475 (projected 50% vs 28.8% now)
- Support the development & implementation of a local community attainment “roadmap”



Thank You!

For more information visit us at
myfuturenc.org or connect with me
at brett@myfuturenc.org

AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE

2022/2023

Amendment No. 9

Section 1 of the Warren County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Information Technology	104210-558071	47,000
Child Support Deputy	104311-525001	3,000
Recreation - PARTF	106120-568015	(75,000)
Transfer to Other Funds - 48	109800-598056	75,000
Transfer from GF - 48	480220-488051	75,000

Total \$ **125,000**

Section 2 of the Warren County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

Fund Balance - Appropriated	100900-499100	50,000
PARTF - Fund 48	480220-461201	75,000

Total \$ **125,000**

Section 3 of the Warren County Budget Ordinance, pertaining to the Fire Tax Districts operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Fire Tax Districts	274341-569924	\$ 50,000
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Section 4 of the Warren County Budget Ordinance, pertaining to the Fire Tax Districts operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

Fire Tax Districts	270200-432714	\$ 50,000
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Section 5 of the Warren County Budget Ordinance, pertaining to the Health Insurance of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Health Insurance	304143-539911	\$ 250,000
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Section 6 of the Warren County Budget Ordinance, pertaining to the Health Insurance of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

Health Insurance	300700-498010	\$ 250,000
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Section 7 of the Warren County Project Ordinance, pertaining to the ARPA project shall be amended as follows:

Increase/(Decrease) Appropriations:

Transfer to General Fund	28	\$ 3,782,165
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Section 8 of the Warren County Project Ordinance, pertaining to the ARPA project shall be amended as follows:

<u>Increase/(Decrease) Revenues:</u>		
ARPA Fund Balance	280000-399000	\$ 3,782,165

This amendment:

- Increase appropriations in the IT Infrastructure line item to reflect the ATCOM contract for IT expenditures.
Funding Source: General Fund Balance
- Increase appropriations in the Fire Tax fund to reflect additional fire tax revenue received above budget. This will allow the County to pay the fire departments their tax revenue before year end.
Funding Source: Fire Tax Revenue
- Transfer General Fund monies budgeted to the PARTF project fund 48.
Fund Source: PARTF Grant
- Transfer General Fund monies budgeted to the Health Insurance Fund 30 for additional payment.
Fund Source: Health Insurance Fund
- Transfer to General Fund remaining funds from the ARPA Fund 28.
Fund Source: ARPA Fund Balance

Respectfully Submitted 6/21/2023

Nikki Dickerson

Nikki Dickerson, Interim Finance Director

CAPITAL PROJECT ORDINANCE
WARREN COUNTY
AIA Water System (GPS Survey and GIS Mapping) – Fund 89

BE IT ORDAINED by the Warren County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The project authorized is the AIA Water System.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the above statute and the budget contained within.

Section 3. The following revenues are anticipated to be available to complete the project:

Transfer from District 1 – Fund 65	<u>\$15,000</u>
AIA Grant	<u>\$150,000</u>
Fund Balance Appropriated – Fund 65	<u>\$15,000</u>

Section 4. The following amounts are appropriated for the project:

AIA Water System	<u>\$165,000</u>
Transfer to Fund 65	<u>\$15,000</u>

Section 5. The Finance Officer is hereby directed to maintain with the Capital Project Fund sufficient detailed accounting records required by federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. Copies of this project ordinance shall be entered into the minutes of the governing board and filed with the Finance Officer.

Adopted this 21st day of June 2023.

Warren County Board of Commissioners

Bertadean Baker, Chairman

ATTEST:

Paula Pulley, Clerk to the Board



WARREN COUNTY

PARKS & RECREATION DEPARTMENT

P.O. Box 835
Warrenton, NC 27589

Bonnie Fitz, Director
(252) 257-2272

TO: Warren County Board of Commissioners

FROM: Vincent Jones, County Manager

THROUGH: Bonnie Fitz, Parks and Recreation Director

DATE: 6/14/23

SUBJECT: Consider approval of purchase of outdoor fitness equipment at Warren County Recreation Complex

Background

Warren County Parks and Recreation values the three pillars of National Parks and Recreation Association-health and wellness, conservation, and equity at the center. This project of placing outdoor fitness equipment at the recreation complex falls into two of those pillars. The first being health and wellness. We must ensure that all people have access to these spaces, programs and services that remain essential to community vitality and serve as a key factor in advancing health equity, improving individual and community-level health outcomes, and enhancing quality of life. This equipment helps citizens improve their health and wellness as this package works all parts of the body. In addition, the public would have easy access to it by it being outside. The second pillar is that we place equity at the center of everything we do. This equipment can be used at no charge. In addition, this project would help support Warren County's goal of achieving "best-in-class" delivery of all programs and services throughout our community by adding a new amenity at an existing facility. This trail package of the outdoor fitness equipment is attached.

Fiscal Impact

The cost of this 12-unit trail package system can be purchased through a cooperative purchase program utilizing the Sourcewell Contract #010721-GRN. Greenfields Outdoor Fitness equipment will be \$68,183.61 for the equipment. In addition, it would cost \$27,590 for the installation of the equipment with concrete pads by Qualified Custom Buildings and Renovators. The total cost of the project will be covered by our County's American Rescue Plan Act (ARPA) funds as outlined in our ARPA plan.

Recommendation

I recommend that the Board of Commissioners approve the purchase of the outdoor fitness equipment and the County Manager authority to execute documents upon review and approval by the County Attorney for purchasing and installing the outdoor fitness equipment package.

12 UNITS 32 USERS

2022 TRAIL
PACKAGE





UNITS

- Area 1**
SGR048W
SHP507
SGR105

2-Person Accessible Lat Pull
2-Person Static Combo
Customized Announcement Sign
- Area 2**
SGR019
SGR048AW
SGR105

2-Person Incline Sit-Up Bench
2-Person Accessible Chest Press
Customized Announcement Sign
- Area 3**
SGR042
SHP510
SGR105

2-Person Back and Arms Combo
4-Person Combo Bars
Customized Announcement Sign
- Area 4**
SGR021
SGR045
SGR105

4-Person Lower Body Combo
2-Person Pull-Up Station
Customized Announcement Sign
- Area 5**
SGR104
SHP724
SGR105

4-Person Leg Press
Plyometric Steps (Set of 3)
Customized Announcement Sign
- Area 6**
SGR022
SGR043
SGR105

4-Person Pendulum, Abs, & Dip Station
Parallel Bars
Customized Announcement Sign

2022 TRAIL PACKAGE

Six mini-clusters with activities for entry-level and advanced users at each

Designed to complement cardio workouts, the 12-unit Trail Package 1 emphasizes upper body and core exercises.

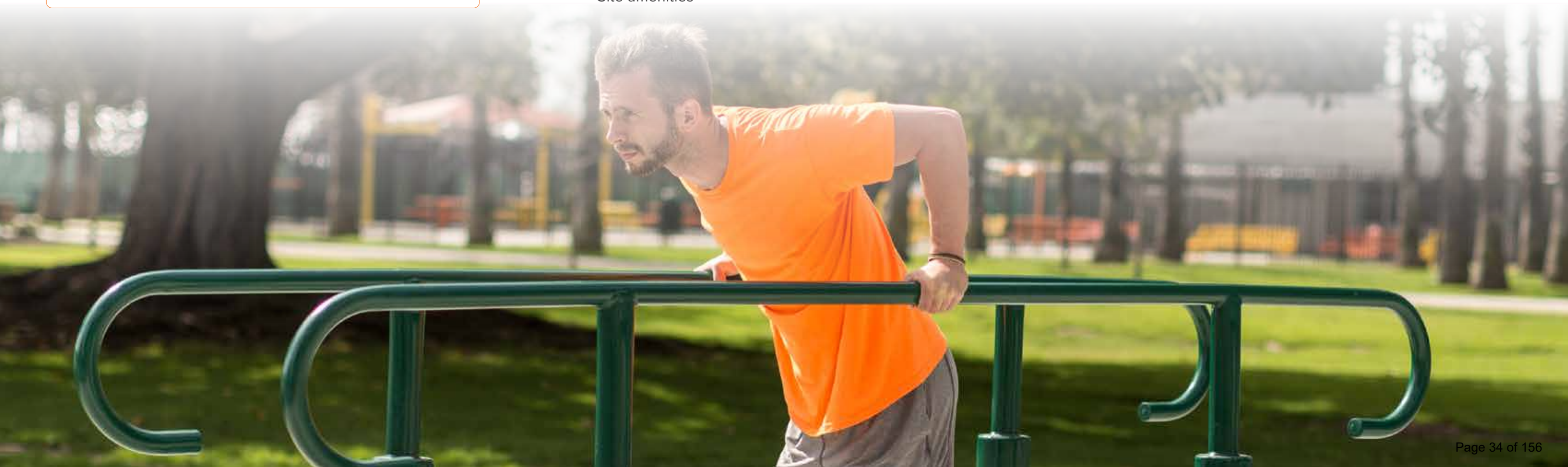


Available options:

- Announcement sign customization - layout, text and graphics 100% customizable on both sides
- Shade
- Site amenities

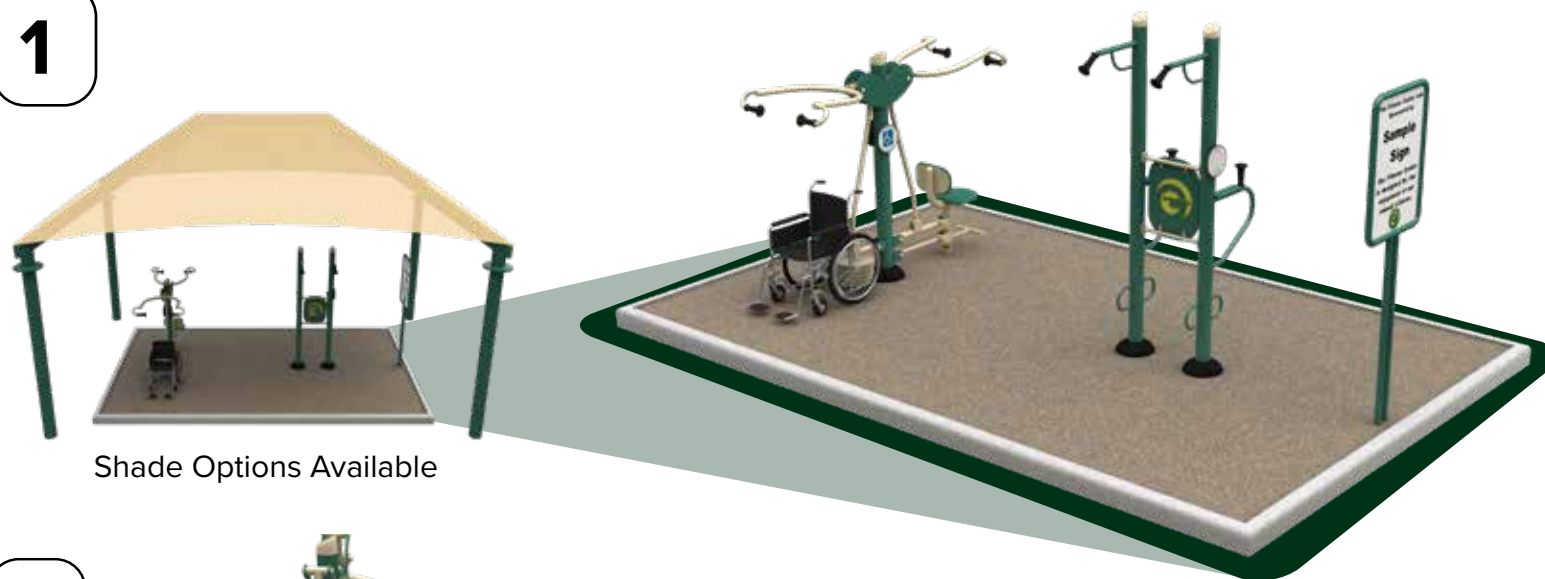
PACKAGE SPECS

UNITS	12
USERS	32
REQUIRED DIMENSIONS	varies



12 UNITS 32 USERS

1



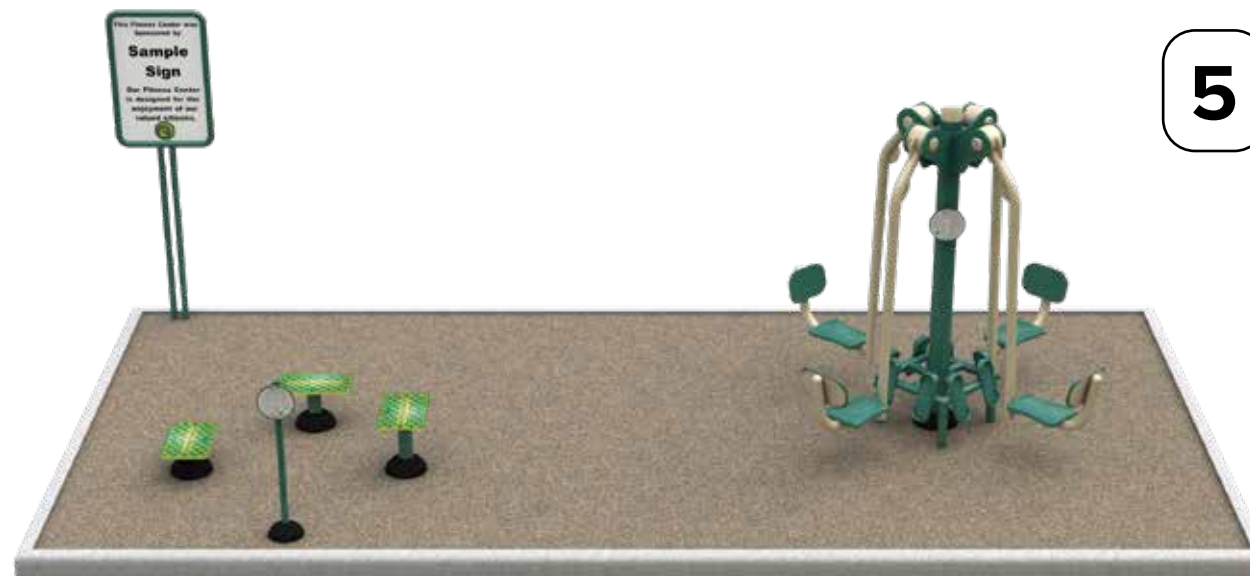
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2



5



3

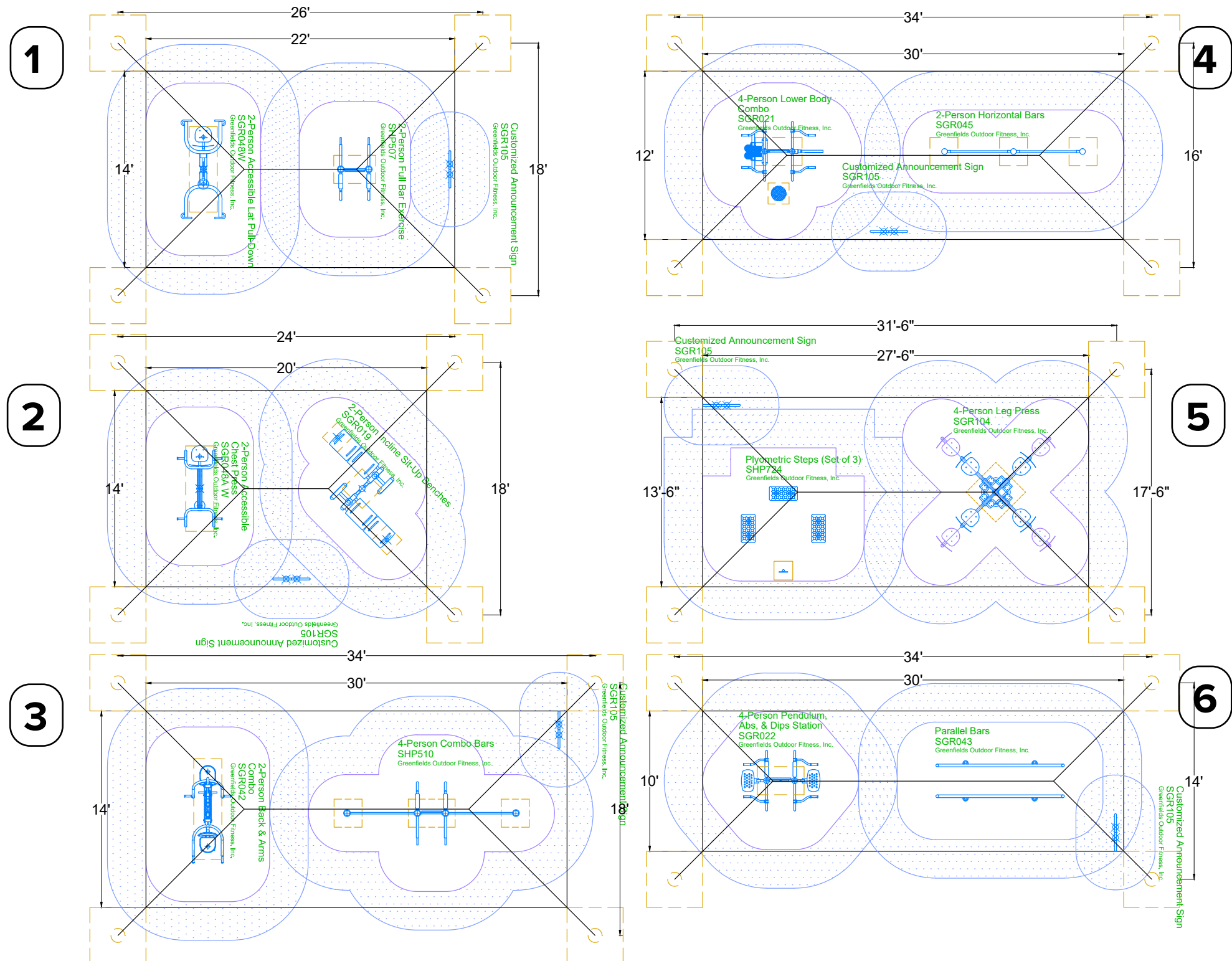
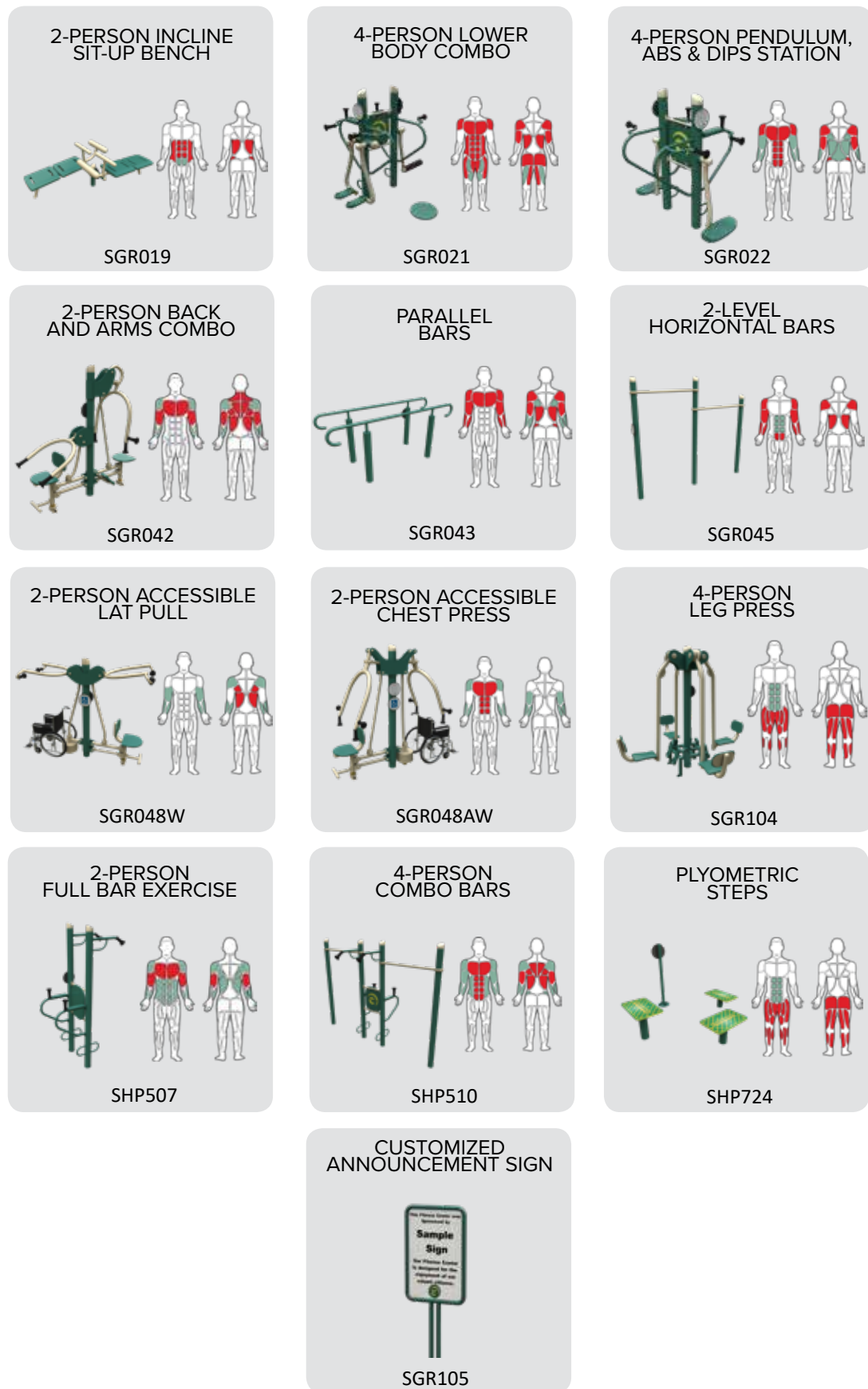


6



12 UNITS

32 USERS



Greenfields' preferred method of installation is surface mount.
In-ground direct bury option is available upon request.



UNIT LIST

Area 1
SGR048W
SHP507
SGR105
2-Person Accessible Lat Pull
2-Person Static Combo
Customized Announcement Sign

Area 2
SGR019
SGR048AW
SGR105
2-Person Incline Sit-Up Bench
2-Person Accessible Chest Press
Customized Announcement Sign

Area 3
SGR042
SHP510
SGR105
2-Person Back and Arms Combo
4-Person Combo Bars
Customized Announcement Sign

Area 4
SGR021
SGR045
SGR105
4-Person Lower Body Combo
2-Person Pull-Up Station
Customized Announcement Sign

Area 5
SGR104
SHP724
SGR105
4-Person Leg Press
Plyometric Steps (Set of 3)
Customized Announcement Sign

Area 6
SGR022
SGR043
SGR105
4-Person Pendulum, Abs, & Dip Station
Parallel Bars
Customized Announcement Sign



These 12 units may serve up to 32 people at a time.

Please be advised that the use of DG (Decomposed Granite) increases the normal wear & tear of all footrests and other platforms used by the users.

ENHANCE YOUR PACKAGE!

Greenfields offers these products and more for the best user experience



Benches



Trash Receptacles



Bike Racks



SHADE OPTIONS

Designed to fit your project's unique needs



Shade sails



Multi-level shade



Shade canopy



Unit labels feature safety guidelines, exercise instructions and more!



2-Person Accessible Lat Pull

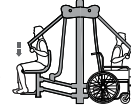
SGR048W

FUNCTION:

Strengthens back muscles, shoulders, and arm muscles

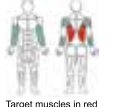
INSTRUCTIONS:

(With wheelchair) Maneuver chair so back and bottom of seat are close to but not touching unit. Lock wheels. (Without wheelchair) Sit on seat with back against back rest and feet on footpegs. Grip handles and pull towards shoulders. Hold and return to start position.



Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most."

VIDEO DEMO



Target muscles in red
Secondary muscles in green

www.SignatureAccessible.com
888-315-9037

User Guidelines

This fitness equipment is designed for your enjoyment. For your safety, we ask you to comply with the following:

1. You must be at least 14 years old to use this apparatus.
2. Parents / Guardians: Do not let your underage children on this equipment.
3. User assumes all risk and responsibility for using this exercise equipment.
4. Consult a physician prior to starting any physical fitness training program. Potential users with known adverse health conditions should not use this equipment. Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention.
5. Perform exercises according to instructions on each piece of the equipment.
6. Breathe normally during physical activity.
7. Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury. Use the equipment only with your capabilities. Pay attention to how your body feels. In the event that pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY and consult your physician.
8. Rest and recovery are important between sets and exercises. Allow 2 minutes of rest between sets of exercises or sessions.
9. Keep fingers, toes, and hair or other non-participant body parts away from equipment elements during exercise.
10. Keep a safe distance from exercise equipment when in use by others.

Greenfields Outdoor Fitness, Inc. shall not be liable for any personal injury to any person resulting from the use of this exercise equipment.

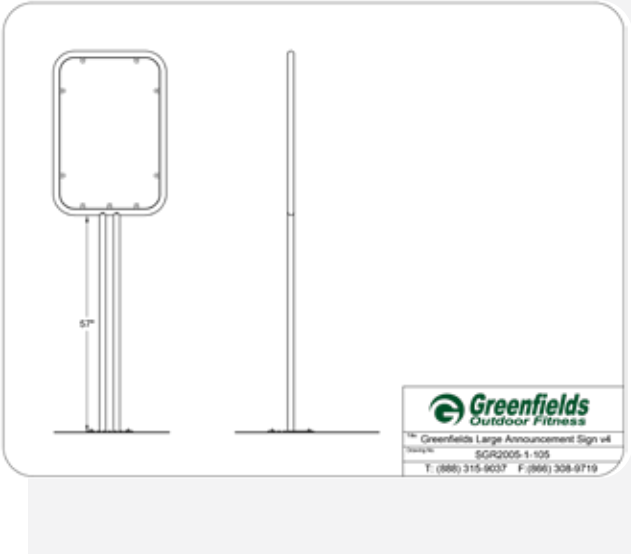
L00019

CUSTOMIZED ANNOUNCEMENT BOARD
SGR105

This announcement board can be used to:

- State safety guidelines
- Acknowledge project donors/sponsors
- Encourage healthy lifestyle choices
- Provide sample workouts

Customization available at no charge
(text, logos, etc.)



Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most."

This document is for presentation purposes only, not for construction.
Before you begin installation, please contact Greenfields at (888)-315-9037 or csc@greenfieldsfitness.com for up to date installation instructions.



The GREENFIELDS OUTDOOR FITNESS APP

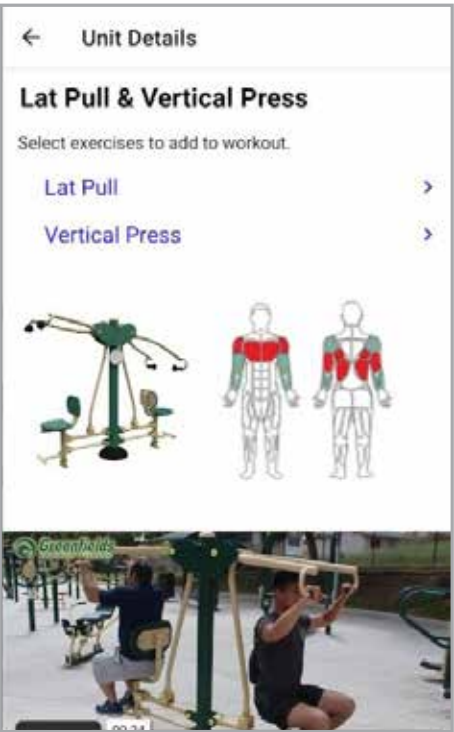
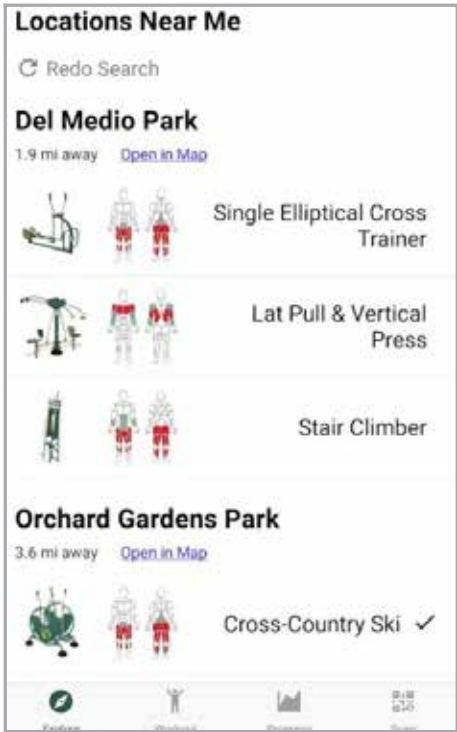
Greenfields is excited to announce the launch of our exclusive, just-released APP! The Greenfields App is the perfect companion to our multigenerational outdoor gyms, giving users the ability to search for gyms near their location, explore exercises available on Greenfields units, create workouts, and log their progress.



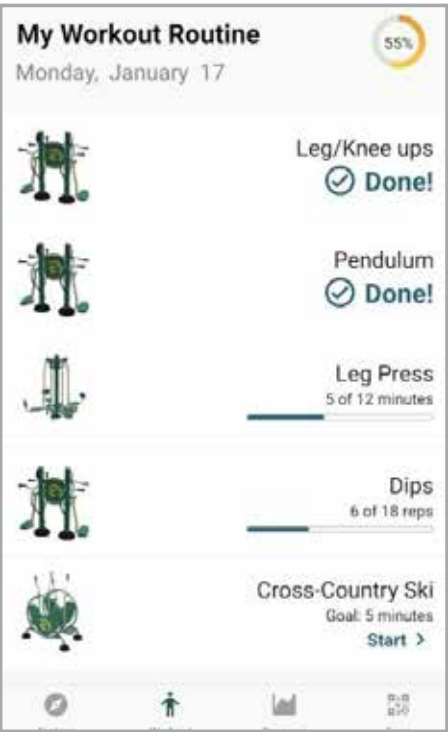
greenfieldsfitness.com/app-download/

Now available on iOS and Android.

EXPLORE search for gyms near you



WORKOUT customize your routine



SCAN quickly find videos & more



Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most."

This document is for presentation purposes only, not for construction.
Before you begin installation, please contact Greenfields at (888)-315-9037 or csc@greenfieldsfitness.com for up to date installation instructions.

General Installation Instructions:
Surface Mount



The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation. **UNITS ARE HEAVY** (up to 450 lbs.) When unloading and handling, please exercise extra care to prevent injury or damage to the equipment. For installation, epoxy is **not** included in shipment and must be provided by installer.

Questions? Please call 888-315-9037 x105



Video Demo: <http://www.greenfieldsfitness.com/surface-mount-installation/>

Tools Needed: Concrete pad must be fully cured before anchoring begins.

1. Concrete drill
2. 1/2" carbide tipped drillbit
3. Angle grinder
4. Compressor with blow tip
5. Sledge hammer
6. 3/4" socket
7. Torque wrench

Parts Included:

Wedge Anchors - 4 1/2" x 1/2"

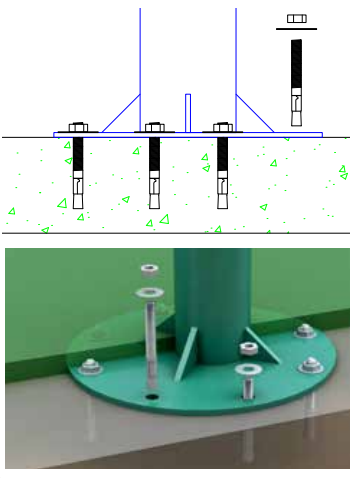
Black Plastic Covers

Black Plastic Caps

Metal Shims

Specifications:

- Concrete: 3250 PSI (minimum)
- Aggregate mix: 1:3 3/8" to 3/4"
- Concrete mix: 1:3:2.5 concrete, aggregate, and sand mix
- #3 rebar with 12" spacing
- When pouring a single pad for multiple units, use concrete thickness 6"
- When pouring standalone pads, concrete thickness minimum 8"
- Bolt Size: 1/2"
- Bolt Length: 4-1/2" (minimum)
- Hardware: Wedge Anchor Stainless Steel
- Minimum embed depth: 3-1/2"



Basic Installation Guidelines:



1. Place unit on concrete pad and mark holes. Mark all holes. Make a mark on the unit and the ground to make sure unit lines up with holes.



2. Drill all holes with concrete drill. Drill to a depth of 5-6" deep.



3. Using compressor or blower, blow out concrete dust from holes.



4. Fill holes with epoxy, making sure not to overfill. (Epoxy is **not** included in shipment and must be provided by installer).

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.
LU21x03x24 © 2020 Greenfields Outdoor Fitness, Inc.

General Installation Instructions:
Surface Mount



The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation.

Questions? Please call 888-315-9037 x105

Basic Installation Guidelines (cont'd)



5. Place unit over holes and make sure it lines up with mark.
6. Thread nuts onto anchors just until they are flush with the top of the anchors.
7. Hammer anchors into holes.
8. Install shims to plumb posts.
9. Tighten anchors until snug, and wait 24 hours to tighten to 80-90ft/lbs.
10. Cut off extra bolt length, if any.
11. Follow unit-specific installation instructions for installation of base plate covers and black caps.



Inspection Checklist

General Guidelines for Outdoor Fitness Equipment



Questions? Please call 888-315-9037 x105

The following document is supplied as a general inspection document to be performed during regular park inspections. Our support team can be reached at (888) 315-9037 x105 or csc@greenfieldsfitness.com.

Inspection process

- | | |
|--|--|
| ☐ Visual Inspection | ☐ Documentation |
| ☐ Internal Inspection | ☐ Reporting |

Visual Inspection

- ☐ Check all plastic footrests, backrests, seats, etc. for any cracks. If items are cracked in an unsafe manner, take photos and contact Greenfields to order new pieces.
- ☐ Check all rubber grips for any signs of wear, and make sure they are functioning correctly. If grips are torn or cut, exposing handlebars, take photos and report to Greenfields.
- ☐ Inspect welds for any signs of wear. If there is any damage, take photos and report to Greenfields.
- ☐ Check round safety labels for any signs of wear or vandalism, and send photos if there is.
- ☐ If unsafe for public use, please wrap portion of that unit with a caution-tape to prevent use while maintenance is in progress.

Internal Inspection

- ☐ Engage moving parts and ensure full, uninhibited functionality. If units are making noises when in use, do NOT lubricate the bearings. Check for any metal on metal contact and send photos to Greenfields for review.
- ☐ Inspect bolts and caps to ensure equipment is fully tightened. If screws are loose or missing, tighten or install new screws using a thread-locking compound. If new screws are needed, take photos of the location they are needed and contact Greenfields to order new screws.
- ☐ If unsafe for public use, please wrap portion of that unit with caution tape to prevent use while maintenance is in progress.

Documentation

- ☐ Greenfields takes great pride in providing amazing outdoor fitness gyms that are intended for use by the unsupervised masses in public settings. We do realize that left unattended, units may be subject to improper use or even abuse. We rely on the local maintenance staff to provide the necessary support in order to keep all units and parts in optimal operating condition for years to come.
- ☐ Please use the inspection log provided.

Reporting

- ☐ Greenfields Customer Support Center is available to help with all inquiries. **Please feel free to contact us at: csc@greenfieldsfitness.com or 888-315-9037 x 105**
- ☐ Please be sure to include photos and name of the park, city, state, country and on-site contact person with whom to communicate.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.
© 2022 Greenfields Outdoor Fitness, Inc.

Safety and Upkeep Information



Greenfields Outdoor Fitness equipment is intended to be used by the unsupervised public in a variety of outdoor settings. Greenfields is extremely proud of the safe and durable design of its products, which are built to surpass their warranty under normal usage. Installations throughout the hemisphere prove this equipment's success in both hot and cold climates, as well as dry and humid conditions. While the units are designed to be, for the most part, maintenance free, Greenfields recognizes that heavy and constant usage will require a minimal level of maintenance.

Greenfields recommends periodic visual inspections of all outdoor fitness equipment to ensure that each unit is functioning normally and safely. In environments prone to vandalism, local maintenance teams should inspect more frequently. Periodic inspection is at the owners' discretion. Greenfields' Inspection Checklist is a suggestion only and is not intended to replace owners' own internal inspection system.

The following information is intended to provide some guidance for local maintenance teams:

Age Appropriate Use

This fitness equipment is classified as Adult Fitness Equipment and is designed to be used by individuals 14 years or older. Please take necessary precautionary steps to prevent use (and mis-use) by individuals younger than 14. Parental supervision should be enforced.

Normal Wear & Tear

As with any equipment, certain parts may wear more rapidly due to the type and frequency of usage. Most of Greenfields' replacement parts are designed to be installed easily—with specific instructions provided as needed. Every owners' manual contains a detailed replacement parts list for each unit purchased. [Please be advised that the use of decomposed granite (DG) is known to increase the normal wear of footrests and platforms. DG particles attach to the soles of shoes and, like sandpaper, grind these surfaces continually.]

Surface Touch-up

During handling and/or installation, the various surfaces of the equipment may become scratched or disfigured. Greenfields provides touch-up paint with each shipment, and a "Touch-up Guide" is included in this manual. Greenfields' support staff is always available to answer questions regarding the above.

Vandalism

Greenfields' equipment is installed in all types of environments. In some cases, these installations face the challenges of vandalism, graffiti, theft, etc. In some instances touch-up paint is a simple remedy; in other cases a replacement part may have to be purchased. While the warranty does not cover cases of vandalism, Greenfields' customer service team will strive to resolve issues quickly and fairly.

Improper Usage

Since Greenfields' equipment is used without supervision, it may be subject to improper use—that for which it was not designed. Over the years, through its R&D efforts, Greenfields has been able to modify the equipment design to minimize damages caused by improper use. Nevertheless, improper use may compromise a unit's integrity, leading to unnecessary repair expense and/or unsafe conditions. Signs of improper use can sometimes be detected through visual inspections.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.



WARRANTY

- Limited 10-year warranty on main post and metal structure
- Limited 5-year warranty on moving parts and bearings
- Limited 5-year warranty on seats and backrests
- Limited 3-year warranty on hydraulic pistons
- Limited 2-year warranty on footrests, armrests, rubber parts, and chains
- Limited 1-year warranty on battle ropes, climbing ropes, and suspension trainers

All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. This warranty does not cover cosmetic items such as scratches, dents, marring, fading, discoloring, weathering, wear and tear, or normal level of rusting. Warranty is valid only if the equipment is installed and maintained in conformity with Greenfields’ installation and maintenance procedures furnished by Greenfields Outdoor Fitness. Equipment should not be exposed to any irrigation, especially with reclaimed water, as this will void the warranty. Equipment must be installed on a surface with proper drainage and or slope to prevent water buildup around the base of the equipment. Equipment should not be installed in basins or in low-lying areas which result in equipment being submerged. Equipment should be installed in a timely fashion after delivery; however if the equipment must be stored for an extended period of time, crates should be stored in a dry, indoor environment.

OTHER PRODUCT INFORMATION

Greenfields will continue to develop its line of products and therefore reserves the right to change the design specifications without notice. The equipment is designed for use by individuals weighing up to 300 pounds. The equipment is NOT intended to be used by individuals younger than 14 years of age unless supervised by adults. Greenfields’ units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are regarded as “one size fits most, but not all.”

CUSTOMER SUPPORT

Upon written notification (email or fax) to Greenfields of a product’s failure to conform to any of the aforementioned warranties during the applicable warranty period, Greenfields shall correct such failure/ nonconformity by repairing the defective part(s) or providing replacement part(s) within 60 calendar days of receipt of the notification. Greenfields shall ship the required replacement part(s) to the site free of charge, but will not be responsible for providing labor or the cost of labor for removing defective part(s) or installing replacement part(s). Greenfields will warranty the replacement part(s) for the remainder of the original warranty period. Furthermore, no representation, oral or written, of any

individual may be substituted for this exclusive limited warranty. To the extent permitted by law, Greenfields shall not be liable for any direct, indirect, special, incidental or consequential damages, which are expressly excluded from the sale of its product. To make claims under the terms of this warranty, please contact Greenfields’ Customer Support Center at CSC@GreenfieldsFitness.com. Please include photos or video.

INSTALLATION

Greenfields’ equipment is constructed from heavy steel pipes and is subject to heavy forces and torques when in use as intended. Extra care must be taken to ensure that the equipment is securely installed so that it can be safely enjoyed for years to come.

There are two methods of installation for the equipment:

- Surface mount installation with posts bolted to a reinforced concrete slab a minimum of 6”-8” thick (please refer to Installation Instructions & Video for detailed guidelines)
- Permanent in-ground installation in which the equipment post extensions are placed in concrete footings and use provided rebar pegs (please refer to Installation Instructions & Video for detailed guidelines)

Installers and project managers are encouraged to contact Greenfields’ Customer Support Center with any questions before and/or after installation. Detailed installations instructions are available for all products and are included in the Operations & Maintenance (O&M) Owner’s Manuals which are shipped with every order.

Often the installation of Greenfields products is assigned to the lowest bidding contractor. The contractor may not have been in contact with Greenfields prior to the project or seen the detailed Installation Instructions. It is the responsibility of the project manager to ensure installing contractor is provided with the most updated set of Greenfields’ Installation Instructions & Installation Video to ensure the validity of the warranty.

Should the project installer need a copy of the Installation Instructions, please contact Greenfields’ Customer Support Center at 888-315-9037 x105 or by email at CSC@GreenfieldsFitness.com.

SAFETY STANDARDS

This adult outdoor fitness equipment is not intended for use by unsupervised individuals younger than 14 years of age.

ASTM recently adopted ASTM F3101–15 Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment.

While playgrounds are subject to laws in various states requiring compliance with ASTM and/or Consumer Product Safety Commission (CPSC) guidelines, at time of this publication, and to the best knowledge of the author, there are no state laws requiring compliance with standards set forth by ASTM for outdoor fitness equipment (nor with

CPSC guidelines, as none currently exist.) Play equipment can be certified to be in compliance with ASTM by the International Playground Equipment Manufacturers Association (IPEMA), and many agencies have a requirement that they only purchase equipment that is IPEMA certified. However, at this time, this is not possible with outdoor fitness equipment, as IPEMA does not currently certify compliance of outdoor fitness equipment. In addition, at this time there are no programs in place to train certified inspectors for outdoor fitness equipment. Without a state law that requires compliance, specifications are voluntary only. However, Greenfields Outdoor Fitness strives to comply with all of the voluntary specifications of ASTM F3101-15. Greenfields recommends adding a customized sign to each project to limit liability.

SURFACING MATERIALS

Over the years, Greenfields’ product has been installed using the following types of surfacing: decomposed granite (aka DG or crushed granite), concrete, bonded rubber or poured-in-place surfacing, rubber tiles, asphalt, paver stones, and synthetic grass. Mulch, woodchips, beach sand, and sod have also been used but are not recommended with respect to wheelchair access. The type of surfacing used is ultimately the choice of the owner and their project manager. When it comes to Greenfields Functional Fitness Series, it is advised to use fall attenuating surfacing.

MAINTENANCE & EQUIPMENT UP KEEP

Greenfields Outdoor Fitness equipment is intended to be used by the unsupervised public in a variety of outdoor settings. Greenfields is extremely proud of the safe and durable design of its products, which are built to surpass their warranty under normal usage. Installations throughout the hemisphere prove this equipment’s success in both hot and cold climates, as well as dry and humid conditions. While the units are designed to require, for the most part, little to no maintenance, Greenfields recognizes that heavy and constant usage will require a minimal level of maintenance which will be scheduled based on the specific nature of each project.

Installation on an ocean front, or with a direct line of sight to the ocean, will expose the units to salt and will require additional maintenance which is not required at inland sites or in dry climates. Such installations will require a regular fresh water rinse to remove the salt from the units (do not use reclaimed water - exposing the equipment to reclaimed water will void warranty). Greenfields recommends periodic inspection by a maintenance team to ensure each and every apparatus functions as intended. Please refer to the Periodic Inspection Checklist provided with the O&M Owner’s Manuals.



COUNTY OF WARREN FINANCE OFFICE

548 W. RIDGEWAY STREET
WARRENTON, NC 27589

Phone: (252) 257-1178

Fax: (252) 257-6523

To: Warren County Board of Commissioners

Through: Vincent Jones, County Manager

From: Nikki Dickerson, Interim Finance Director

Date: June 15, 2023

RE: Consider Approval for Annual Audit FY23

Background

The firm of Winston, Williams, Creech, Evans & Company has experience in completing audits for counties of similar size and monetary threshold as Warren County. In April of 2022, the Board approved a 3-year agreement with the firm of Winston, Williams, Creech, Evans & Company. This is the annual contract to provide FY23 Warren County Audit services.

Please find attached, the annual Contract to Audit Accounts and Audit Scope of Understanding agreements with Winston, Williams, Creech, Evans & Company.

Fiscal Impact

The agreement for Fiscal Year 2023 will not exceed \$82,175 plus \$3,775 per Single Audit Program, plus \$1000 per group of 10 errors exceeding 15 during the compliance audit. The Annual Financial Information Report (AFIR) will be prepared at a rate of \$1,750 and bank confirmation fees will not exceed \$300.

Recommendation

I am recommending the Board approve the annual agreement and authorize the Chair or designee, and Finance Director to execute the agreement with Winston, Williams, Creech, Evans & Company to perform the Warren County FY23 Audit.

The	Governing Board BOARD OF COMMISSIONERS
of	Primary Government Unit WARREN COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name WINSTON, WILLIAMS, CREECH, EVANS & COMPANY, LLP
	Auditor Address P. O. BOX 1366, OXFORD, NC 27565

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to audits with fiscal year ends of June 30, 2021 and later. The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Chuck Murray

Contractor to Warren County

ChuckMurray@warrencountync.gov

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	WARREN COUNTY
Audit Fee	\$ 76,450
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ 3,775 per major program > 3
Writing Financial Statements	\$ 5,725
All Other Non-Attest Services	\$ \$1,100/grp 10 errors> 15 fr comp audit; max \$300 confirms

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
WINSTON, WILLIAMS, CREECH, EVANS & COMPANY, LLP	
Authorized Firm Representative (typed or printed)*	Signature*
JENNIFER REESE	
Date*	Email Address*
6/16/2023	reese@wwcecpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
WARREN COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract*	
(G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
BERTADEAN BAKER	
Date	Email Address
	bbaker109@hotmail.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
 Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
 required signatures prior to submission.

PRINT

Winston, Williams, Creech, Evans, & Company, LLP

Certified Public Accountants



America Counts on CPAs

1
Gary L. Williams, CPA
Carleen P. Evans, CPA
Jennifer T. Reese, CPA
Tara H. Roberson, CPA

Curtis G. Van Horne, CPA

June 7, 2023

To the Board of Commissioners and Management

Warren County
548 W. Ridgeway Street
Warrenton, NC 27589

We are pleased to confirm our understanding of the services we are to provide for Warren County for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Warren County as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Warren County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Warren County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Law Enforcement Officers' Special Separation Allowance Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll.
- 3) Healthcare Benefits Plan Schedule of Changes in the Net OPEB Liability and Related Ratios.
- 4) Local Government Employees' Retirement System Schedules of the County's Proportionate Share of Net Pension Liability (Asset) and Schedule of County Contributions.
- 5) Register of Deed's Supplemental Pension Fund Schedule of the County's Proportionate Share of the Net Pension Asset and Schedule of County Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies Warren County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and

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www.wwcecpa.com



reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Combining and individual fund financial statements.
- 2) Budgetary schedules.
- 3) Other schedules.
- 4) Schedule of expenditures of federal and State awards.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory information of the Annual Comprehensive Financial Report (ACFR).
- 2) Statistical section of the ACFR.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. In connection with component units, we will assess materiality, review reports, and evaluate subsequent events from component unit report date through your audit report date.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls.
- 2) Improper revenue recognition.
- 3) Complexity of rules associated with grant administration may lead to errors.

Our audit planning has not concluded and modifications may be made to this list.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Warren County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Warren County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Warren County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Warren County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will prepare the trial balance for use during the audit. Our preparation will be limited to formatting information into a working trial balance based on management's chart of accounts. We will also assist with preparing and posting audit journal entries, reconciliations, schedules and other required regulatory and LGC forms. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services and other services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal and State awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal and State awards, and related notes and other services previously defined and that you have reviewed and approved the financial statements, the schedule of expenditures of federal and State awards, and related notes and other services previously defined prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, Chuck Murray, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities

also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on August 1, 2023.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Winston, Williams, Creech, Evans & Company, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which Winston, Williams, Creech, Evans & Company, LLP is not involved, you agree to clearly indicate in the exempt offering document that Winston, Williams, Creech, Evans & Company, LLP is not involved with the contents of such offering document.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate or an extension of the timeline.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Winston, Williams, Creech, Evans & Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit

documentation will be provided under the supervision of Winston, Williams, Creech, Evans & Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Jennifer Reese is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Winston, Williams, Creech & Evans, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We expect to begin our audit on approximately July 1, 2023. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$82,175 plus \$3,775 per Single Audit program greater than three for the year ended June 30, 2023 plus \$1,100 per group of 10 errors found exceeding 15 during the compliance audit. We will also prepare the AFIR for the County at a rate of \$1,750. Bank confirmation fees charged by confirmation.com will be passed on to the County at a rate not to exceed \$300. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Sharefile is used solely to transmit data and is not intended to store Warren County's information. Warren County is responsible for downloading any deliverables and other records from the Sharefile that it wishes to retain for its own records at the completion of the engagement.

Upon completion of the engagement, data and other content will either be removed from the Sharefile or become unavailable to Warren County within a reasonable time frame of 45 days after LGC audit approval.

Sharefile is used solely as a method of exchanging information and is not intended to store Warren County's information. At the end of the engagement, Winston, Williams, Creech, Evans & Company, LLP will provide Warren County with a copy (in an agreed-upon format) of deliverables and data related to the engagement from the Sharefile.

Upon completion of the engagement, data and other content will either be removed from the Sharefile or become unavailable to Winston, Williams, Creech, Evans & Company, LLP within a reasonable time frame of 45 days after LGC audit approval.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and Management of Warren County. We will make reference to the component unit auditors in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement

of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Warren County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Winston, Williams, Creech, Evans & Company, LLP

Winston, Williams, Creech, Evans & Company, LLP
 Certified Public Accountants
 Oxford, NC

RESPONSE:

This letter correctly sets forth the understanding of Warren County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



Authorized Positions

Warren County Government

FY24

Warren County Government

	FT	PT
Board of Commissioners		5
Clerk to the Board	1	

Appointed Positions

County Manager	1	
County Attorney	1	
Finance Director	1	
Tax Administrator	1	

Elected Officials

Sheriff	1	
Register of Deeds	1	

Mandated Services

Health Department Director	1	
Social Services Director	1	
Soil & Water District Director	1	
Elections Director	1	

By Departments

	FT	PT
Animal Control		
Animal Control Director	1	
Animal Shelter Technician	2	
Animal Control Officer II	1	
Animal Control Officer I	1	
Animal Care Attendant	1	
 Board of Elections		
Elections Director	1	
Deputy Elections Director	1	
Election Technician	1	
 Community & Economic Development		
Community & Economic Development Director	1	
Community & Economic Developer	1	
 Parks & Recreation		
Parks & Recreation Director	1	
Recreation Operations Manager	1	
Recreation Programs Manager	1	
Recreation Maintenance Specialist	1	
Administrative Assistant	1	
Recreation Assistant		12

By Departments

	FT	PT
Senior Center		
Senior Center Director	1	
Senior Administrative Assistant	1	
Activity Coordinator	1	
Nutrition Site Manager	1	
Social Worker III	1	
Cooperative Extension		
Cooperative Extension Director	1	
Farmers Market Manager		1
CYFAR Program Coordinator	1	
4H Program Assistant	1	
County Manager Office		
County Manager	1	
Senior Assistant to County Manager	1	
Executive Assistant/Deputy Clerk	1	
Emergency Services		
Emergency Services Director / Fire Marshal	1	
Senior Administrative Assistant	1	
Assistant Emergency Service/Deputy Fire Marshal	1	
Emergency Management/Compliance Officer	1	

By Departments

	FT	PT
Emergency Medical Services		
Emergency Division Chief	1	
Administrative Assistance II	1	
EMT Paramedic P/T		17
EMT Paramedic	10	
EMT Basic	4	
EMT Basic P/T		7
EMT Advanced	1	
EMS Captain	5	
Emergency Service Sergeant	6	
Emergency Service Lieutenant	4	
Finance Department		
Finance Director	1	
Deputy Finance Director	1	
Accounting Specialist	2	
Accounting Technician II	1	
Health Department		
Health Department Director	1	
Administrative Assist II	1	
Administrative Office Asst I	1	
Accounting Technician	3	
Accounting Clerk IV	1	
Social Worker II	2	
Public Health Nurse II	7	
Public Health Nurse III	1	

By Departments

	FT	PT
Public Health Nurse Supervisor II	1	
Public Health Ed III	1	
Public Health Ed II	1	
Public Health Ed I	1	
Program Assistant IV	2	
Process Assistant IV	3	
Practical Nurse II	1	
Public Health Nurse Supervisor I	3	
Public Health Nurse Director I	1	
Office Assist IV	1	
Office Assist III	1	
Nutritionist II	1	
Nutritionist I	1	
Med Lab Technician II	1	
General Utility Worker		1
Comm Health Technician	1	
Community Health Assistant	2	
Foreign Language Interpreter	1	
Environmental Health Specialist I	3	
Environmental Health Specialist Supervisor	1	
Computer System Administrative I	1	

Human Resources

Human Resources Manager	1
Human Resources Assistant Manager	1

By Departments

	FT	PT
Information Technology		
Information Technology Assistant	1	
IT Administrator	1	
Library		
Library Director	1	
Senior Admin Assistant	1	
Library Technician Assistant	2	
Library Clerk	3	
Library Assistant	3	
Library Page		2
Planning/Zoning/Code Enforcement Department		
Planning Director	1	
Code Enforcement Administrator	1	
Senior Administrative Assistant/Permit Tech	1	
GIS Technician	1	
Code Enforcement Officer	2	
Public Utilities Department		
Public Utilities Director	1	
Utilities Office Coordinator	1	
Utilities Superintendent	1	
Utilities Crew Leader	2	
Utilities Services Technician	2	
Utilities Technician	2	
Administrative Assist II	2	

By Departments

	FT	PT
Customer Service Coordinator	1	
Assistant Public Utilities Director	1	

Public Works Department

Public Works Director	1	
Assistant Director	1	
Administrative Assistant	1	
Building/Grounds Maintenance Worker II	1	
Building/Grounds Maintenance Worker I	4	
Weighmaster	1	
Solid Waste Supervisor	1	
Solid Waste Operator	1	
Maintenance Supervisor	1	

Register of Deeds

Register of Deeds Director	1	
Deputy Register of Deeds	2	
Assistant Register of Deeds	1	

Social Services Department

Social Services Director	1	
Computer System Administrative I	1	
Administrative Officer II	1	
Administrative Assistant I	1	
Social Worker Supervisor II	1	
Social Worker Supervisor III	2	
Social Worker I Supervisor	1	

By Departments

	FT	PT
Social Worker III	4	
Social Worker II	4	
Social Worker	2	
Social Worker I	3	
Process Assistant III	6	
Income Maintenance III	7	
Income Maintenance II	13	
Income Maintenance I	1	
Income Supervisor II	3	
Income Investigator I	1	
Human Resources Aide		3
Human Resources Aide	9	
Day Care Services Coordinator I	1	
Child Support		
Office Assistant IV	1	
Child Support Supervisor I	1	
Child Support Agent II	4	
Soil & Water District Department		
Soil & Water District Director	1	
Administrative Assistant	1	
Natural Resource Specialist	1	

By Departments

	FT	PT
Sheriff's Office		
Sheriff	1	
Administrative Assistant I	1	
Deputy Sheriff /Investigator	6	
Sergeant	6	
Child Support Officer	1	
Comm Support Investigator	1	
Court House Sec Assistant	1	
Deputy Sheriff I Investigator Sgt	3	
Deputy Sheriff Captain	1	
Deputy Sheriff I		2
Deputy Sheriff	12	
Deputy Sheriff Lieutenant	1	
Deputy Sheriff Investigator Lt	2	
Senior Administrative Assistant	1	
Investigator	1	
Telecommunications		
Telecommunications Coordinator	1	
Telecommunicator	8	
Telecommunicator		2
Telecommunications Supervisor	4	
Senior Telecommunications Supervisor	1	

By Departments

	FT	PT
Detention		
Detention Administrator	1	
Detention Sergeant	4	
Detention Officer I	1	
Detention Officer	5	
Detention Officer Transport	1	
Detention Officer P/T	7	
Det Transport Sgt.	1	
Assistant Detention Administrator Lieutenant		2
Tax Administration Department		
Tax Administrator	1	
Deputy Tax Clerk	3	
Deputy Tax Assessor	1	
Assistant Tax Administrator	1	
Delinquent Tax Specialist	1	
Veterans Services		
Veterans Services Administrator	1	
Senior Administrative Assistant	1	

Request for New Positions

Board of Elections:

Board of Elections Assistant

Community & Economic Development:

Community Development Division Manager

Finance:

Grants & Contracts Administrator

Planning/Zoning/Code Enforcement:

Administrative Assistant I – Part-time .5 FTE

Code Enforcement Officer

Request for Reclassified Positions

Health Department:

General Utility Worker (Part-Time) to General Utility Worker (Full-Time)

Library:

Library Assistant to Library Assistant to Youth Services Technician

Library Clerk to Library Assistant to Outreach Technician

Administrative Approved Position Updates (Position Title Change)

Community Development Specialist:

Community & Economic Developer to Economic Development Specialist

Cooperative Extension:

Small Farms Liaison to Small Farms Technician (Part-time)

Position: Grants and Contracts Specialist

Department: Finance

Description of Work/Duties:

- Plan, direct, and coordinate financial activity of grant-funded projects/programs to ensure that objectives are accomplished according to federal, state, and local regulations.
- Create new grant project budgets, monitor all expenses, verify availability of funds, and confirm allowable expenses as dictated by federal grant guidance.
- Interpret laws and regulations pertaining to federal grants and align grant projects for compliance.
- Prepare status reports for Financial Services Director and/or City Council.
- Evaluate all budgets and analyze all costs according to budget and ensure work within appropriate deadline.
- Train and aid all subrecipients to assist in proper management of grant funding.
- Provide comprehensive monitoring of subrecipients.
- Monitor grant-funded projects and their budgets to ensure compliance with grant specifications.
- Complete and submit required grant reporting to grantor when grant is administered through the finance department; review the grant reporting to grantor when grant is administered through a different City department or third party.
- Work with finance staff to review reimbursement requests and track fund disbursement.
- Maintain grant-related reference resources including funder research files, grant application deadlines, grant reporting schedules, and other information as needed.
- Performs other duties of a similar nature and level as assigned.

Knowledge, Skills and Abilities: Comprehensive knowledge of funding sources and associated requirements and regulations, including 2 Code of Federal Regulation 200 – Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards; comprehensive knowledge of procedures related to financial administration of grants; comprehensive knowledge of Microsoft Office software (e.g. Excel, Word, etc.); comprehensive knowledge of modern office practices and use of standard office equipment; thorough knowledge in the use of Munis Financial Software; ability to analyze, research, and interpret grant guidelines, independently research and analyze information and propose programs and projects, write clear and concise reports, correspondence, and other related work; effectively communicate both in writing and orally, work independently with minimal supervision, establish and maintain effective working relationships with a variety of individuals and diverse groups, develop a consensus on specific issues, and prioritize work, meet deadlines, and manage multiple projects simultaneously.

Minimum Training & Experience: Any combination of education and experience equivalent to graduation from an accredited college or university with major coursework in accounting, finance, or related field and extensive experience in governmental accounting. Must meet and maintain all certification, license and training requirements for position.

COMMUNITY DEVELOPMENT DIVISION MANAGER – COMMUNITY AND ECONOMIC DEVELOPMENT

GENERAL DEFINITION OF WORK:

Serves as a community advocate, a program developer, a data analyst and researcher, and a grant writer and administrator. Work is performed under the general supervision of the Community and Economic Development Director.

The Community Development Division Manager will work to design, develop, and implement housing support and housing access programs, as well as work with the Director on housing development projects. This role will work in a diverse array of community development areas, including: consumer food access and food security, justice-involved populations, educational attainment, healthcare access, workforce development, and poverty reduction.

This role will work with the Community & Economic Development Director and departmental team, as well as other county departments, in supporting initiatives around and including housing, broadband, transportation, recreation, workforce development, and early child development.

This role will make recommendations to the Director and will work in partnership with the Director on action items.

This role will be characterized by a high-degree of initiative and dedication to preserving and producing affordable housing and an ability to work with diverse stakeholders, including local, state, and federal agencies, as well as lenders, private foundations, non-profits, and the business community. This role will be tasked with developing and implementing an unmet housing needs strategic plan for the county, as well as developing new programs and funding resources and optimizing the use of community resources such as public land to meet the county's unmet housing needs.

Normal hours of operation for Warren County government are Monday-Friday from 8:30 am to 5:00 pm. However, from time to time, this role may need to attend meetings, special events, and workshops outside of normal operating hours. This position will be based in the on-site office with a possibility for some remote work in accordance with county policy.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Work with the colleagues to research and develop land use policies to encourage housing in areas with access to infrastructure and services, as well as address workforce and workforce housing demand
- Ensure educational and financial assistant programs to homeowners are promoted and fully utilized by residents
- Develop programs with innovative approaches to affordable and workforce housing
- Develop homeowner assistance programs
- Facilitate educational and informational workshops to educate renter and first-time homebuyers on rental assistance program as well as home purchase procedures, finance, and maintenance
- Manage and oversee programs funding by the Department of Housing and Urban Development (HUD) and oversees the administration and contract compliance of community development programs such as the Community Development Block Grant (CDBG)
- Maintains up-to-date knowledge of housing and community development activities in the county and across the state, as well as nationwide best practices
- Develop and recommend policies and programs related to community development programs for the county to consider; prepares reports and delivers presentations to committees and county commissioners
- Develop and distribute information through a variety of media outlets
- Facilitate community engagement efforts for program areas
- Conduct research, compile and analyze data as needed for all departments (related to economic & community development)
- Write and administer grants related to community development initiatives
- Analyze and interpret state and federal policy
- Assist with transportation projects
- Assist in marketing the county in residential and workforce recruitment efforts
- Assist in overseeing performance measurement for the Community and Economic Development Office
- Develop surveys and research tools as needed pertaining to community development
- Assist in strategic planning and implementation
- Assist in departmental community and economic development projects as needed
- Assist with community and economic development budget tracking as needed
- Serve on county committees as needed
- Other duties as needed (we're all on the same team)

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the local community and region is preferred; ability to research and understand economic and community development concepts and practices; ability to research and understand local, state, and federal laws related to community and economic development; ability to research and understand concepts and laws related to land use and planning and zoning; must be a team player willing to take on tasks aligned with the strategic vision of Warren County and the Community and Economic Development Office; punctual and reliable; effective communicator with both public speaking skills and written skills; can work independently with minimal direction; values rural communities and is community-oriented with great inter-personal skills; eager to serve the greater public, including a diversity of backgrounds and lifestyles; pragmatic and logical, but also excited by innovation and thinking outside of the box.

EDUCATION AND EXPERIENCE:

Preference is for a candidate to have graduated from an accredited four-year college or university with a degree in public administration, community development, planning, or social sciences, and have at least four years of work experience related to this role. There is a desire for an advanced degree in any of those areas, but it is not required. There is a desire for a candidate that has previously worked in local government. Experience related to developing and implementing affordable housing and community development programs is desired. Open to considering other combinations of education and experience.

PHYSICAL REQUIREMENTS:

This is light working requiring minimal physical movement. Vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, and atmospheric conditions.

SPECIAL REQUIREMENTS:

Must possess an appropriate driver's license valid in the State of North Carolina; considerable knowledge of word processing and the Microsoft Office Suite; considerable knowledge of social media platforms. Knowledge of GIS is helpful, but not mandatory

SENIOR ADMINISTRATIVE ASSISTANT - 1051

GENERAL DEFINITION OF WORK:

Performs difficult technical and administrative work assisting with a variety of office assistance and complex administrative tasks; does related work as required. Work is performed under general supervision. Supervision may be exercised over subordinate office assistance personnel.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Overseeing accounting activities; reconciling accounts; acting as finance officer; preparing and maintaining fiscal records; administering annual budget; maintaining records and files; preparing reports.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Plans and oversees the preparation and maintenance of accounting, payroll, travel, purchasing and fixed assets records for department.
- Creates informational and marketing materials, brochures, advertisements and digital presentations.
- Identifies, analyzes and resolves complex fiscal issues.
- Interprets fiscal policies and procedures for staff.
- Assists with the preparation, administration and tracking of the annual budget for department; prepares and administers grant funding.
- Ensures programs make efficient and effective use of resources.
- Analyzes and refines resource utilization; monitors programs for effective design; reviews new programs for effectiveness.
- Ensures compliance with federal, state and local policies and procedures; monitors contract performance; ensures reporting procedure requirements are met.
- Manages data processing activities for department.
- Helps department director establish fiscal priorities for department.
- Secures bids for major purchases and makes recommendations to department director.
- Evaluates work performance of subordinate staff; counsels employees when necessary.
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of standard office practices, procedures, equipment and secretarial techniques; comprehensive knowledge of accounting and bookkeeping practices and techniques; comprehensive knowledge of the organization and functions of the department and of general administrative policies and practices; ability to keep records and to prepare accurate reports from sources; ability to perform and organize work independently; ability to prepare effective correspondence on technical matters and to perform routine office management details without referral to supervisor; ability to establish and maintain effective working relationships with associates and the general public and to deal with public relations problems courteously and tactfully; skill in the operation of standard office and data entry equipment.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from an accredited community college with major course work in business administration, accounting or related field and considerable experience in accounting or bookkeeping and office operations.

PHYSICAL REQUIREMENTS:

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires reaching, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

None.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

CODE ENFORCEMENT OFFICER - 2051

GENERAL DEFINITION OF WORK:

Performs intermediate technical work inspecting building, electrical, mechanical and plumbing systems for compliance with State and local construction codes; does related work as required. Work is performed under the regular supervision of the Code Enforcement Administrator.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Making field inspections; enforcing building codes; maintaining records and files;

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Reviews and makes detailed check of plans and specifications and permit applications and inspects structures in the process of construction, alteration or repair for compliance with building, electrical, plumbing and mechanical code requirements and for application of safe construction practices; advises of necessary corrective action.
- Checks quality of materials and methods of construction.
- Makes inspections of existing structures for hazardous conditions and structural failures; assists and advises contractors on regulations.
- Issues warnings and stop-work orders for non-complying projects.
- Answers questions from private citizens, contractors and builders regarding enforcement and changes to the codes and ordinances.
- Keeps records regarding inspections.
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of all types of construction materials and methods, and of stages of construction when possible violations and defects may be most easily observed and corrected; thorough knowledge of local and State building, electrical, mechanical and plumbing codes and related laws and ordinances; ability to detect poor workmanship, inferior materials, and hazards of fire and collapse; ability to read and interpret plans, specifications and blueprints of ordinary complexity quickly and accurately and to compare them with construction in process; ability to contact building owners, contractors and the public and effect satisfactory working relationships; firmness and tact in enforcing building codes; ability to establish and maintain effective working relationships with associates and the general public.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from high school and some building construction and/or code inspection experience.

PHYSICAL REQUIREMENTS:

This is light work requiring the exertion of 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects; work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, grasping, feeling, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for depth perception, color perception, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, extreme cold, extreme heat, hazards, and atmospheric conditions.

SPECIAL REQUIREMENTS:

Possession of an appropriate driver's license valid in the State of North Carolina. Possession of or ability to acquire certification at Level I in five applicable code inspection fields (Building, Mechanical, Fire, Electrical and Plumbing) by the State of North Carolina. Must meet and maintain minimum education and training requirements for position as directed by the State of North Carolina.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Warren County
Job Classification Schedule
2080 Hours
Effective July 1, 2023

Grade	Minimum	Midpoint	Maximum	Position
105	30,000	34,008	41,343	Administrative Assistant I
106	30,000	35,708	43,410	Administrative Assistant II Buildings & Grounds Maintenance Worker
107	30,000	37,494	45,581	EMT Basic Senior Administrative Assistant
108	30,877	39,369	47,860	Detention Officer
109	32,421	41,337	50,253	Telecommunicator
110	34,042	43,403	52,765	Child Support Officer Deputy Sheriff (\$44,500 starting pay**)
111	35,744	45,574	55,403	Detention Sergeant Detention Transportation Sergeant EMTAdvance -Paramedic Soil & Water Conservationist Telecommunications Shift Supervisor
112	37,531	47,852	58,173	
113	39,408	50,245	61,082	Assistant Detention Admin. Lieutenant Community Support Investigator Deputy Sheriff Investigator Deputy Sheriff Sergeant Emergency Services Sergeant Senior Telecommunications Supervisor
114	41,378	52,757	64,136	Emergency Services Lieutenant Soil & Water Conservation Director
115	43,447	55,395	67,343	Deputy Sheriff Investigation Sergeant Emergency Services Captain
116	45,619	58,165	70,710	E-911 Coordinator
117	47,900	61,073	74,246	Detention Center Administrator Deputy Sheriff Lieutenant
118	50,295	64,127	77,958	Deputy Sheriff Investigator Lieutenant
119	52,810	67,333	81,856	Chief Deputy Sheriff Major
120	55,451	70,700	85,949	
121	58,223	74,235	90,246	
122	61,134	77,946	94,758	
123	64,191	81,844	99,496	
124	67,401	85,936	104,471	
125	70,771	90,233	109,695	

126	74,309	94,744	115,179	Sheriff
127	78,025	99,481	120,938	
128	81,926	104,455	126,985	
129	86,022	109,678	133,334	
130	90,323	115,162	140,001	

Warren County
Job Classification Schedule
1950 Hours
Effective July 1, 2023

Grade	Minimum	Midpoint	Maximum	Position
11	30,000	30,995	31,990	Human Resources Aide*
12	30,000	31,795	33,590	General Utility Worker*
13	30,000	32,635	35,269	Animal Shelter Attendant Community Health Assistant*
14	30,000	33,517	37,033	Processing Assistant III* Administrative Assistant I Office Assistant III* Accounting Clerk III
15	30,000	34,442	38,884	Accounting Clerk IV* Administrative Assistant II Community Health Technician* Library Clerk
16	30,000	35,414	40,828	Animal Shelter Technician Weighmaster B & G Maintenance Worker I 4H Program Assistant Library Assistant Recreation Maintenance Specialist Senior Center Activity Coordinator Deputy Register of Deeds Deputy Tax Assessor Deputy Tax Collector Senior Administrative Assistant Office Assistant IV* Elections Technician Processing Assistant IV* Program Assistant IV*
17	30,000	36,435	42,870	Foreign Language Interpreter* Accounting Technician Income Maintenance Caseworker I* Solid Waster Operator I Utilities Service Technician
18	30,000	37,507	45,013	Animal Control Officer I B & G Maintenance Worker II Practical Nurse I* Library Technical Assistant Small Farms Technician Farmers Market Manager

				Public Health Educator I* Utilities Customer Service Coordinator Delinquent Tax Specialist
19	30,493	38,878	47,264	Income Maintenance Caseworker II* Accounting Specialist Animal Control Officer II Income Maintenance Investigator I* Utilities Crew Leader Utilities Office Coordinator Tax Mapper / Exemption Specialist
20	32,018	40,822	49,627	Deputy Elections Director Community & Economic Developer Medical Lab Technician II* Social Worker I* Recreation Program Coordinator
21	33,618	42,863	52,109	B & G Maintenance Supervisor Income Maintenance Caseworker III* 4H Program Coordinator Child Support Agent I* Nutritionist I* Tax Collection Specialist
22	35,299	45,007	54,714	Exec Assistant to CM/Deputy Clerk to the Board Public Health Educator II* Solid Waste Supervisor
23	37,064	47,257	57,450	Child Support Agent II* Code Enforcement Officer Daycare Service Coordinator I* Income Maintenance Supervisor II* Administrative Officer I Nutritionist II*
24	38,918	49,620	60,322	Social Worker II* Health Educator II Social Worker Supervisor I* GIS Technician
25	40,863	52,101	63,338	Elections Director Child Support Supervisor I* Clerk to the Board of Commissioners Computer Systems Administrator I* Environmental Health Specialist* Technology Support Specialist Utilities Superintendent / ORC Veterans Administrator
26	42,907	54,706	66,505	Social Worker III*

				Social Worker I/A/T* Administrative Officer II* Public Health Educator III* Deputy Fire Marshal & Assistant Emergency Manager
27	45,052	57,441	69,830	Animal Control Director Deputy Finance Director Human Resources Assistant Manager Emergency Services Division Chief Emergency Manager & Compliance Officer Parks & Recreation Operations Manager Social Worker Supervisor II* Senior Center Manager
28	47,305	60,313	73,322	Code Enforcement Administrator Assistant Tax Administrator Assistant Public Works Director Environmental Health Supervisor I* Public Health Nurse II*
29	49,670	63,329	76,988	Senior Assistant to County Manager Assistant Community Services Director Public Health Nurse III* Public Health Nurse Supervisor II* Register of Deeds Information Technology Administrator
30	52,153	66,495	80,837	Public Health Nurse Supervisor I* Social Worker Supervisor III* Public Utilities Assistant Director
31	54,761	69,820	84,879	Emergency Services Director & Fire Marshal Human Resources Manager Assistant Dir Community & Economic Development
32	57,499	73,311	89,123	Deputy Social Services Director* Community Services Director Community & Economic Development Director Public Works Director
33	60,374	76,977	93,579	Public Health Nurse Director I*
34	63,393	80,826	98,258	Finance Director Tax Administrator
35	66,562	84,867	103,171	Public Utilities Director
36	69,890	89,110	108,330	
37	73,385	93,566	113,746	Director of Social Services* Local Health Director*
38	77,054	98,244	119,434	County Attorney
39	80,907	103,156	125,405	County Manager
40	84,952	108,314	131,676	

41	89,200	113,730	138,260	
42	93,660	119,416	145,173	
43	98,343	125,387	152,431	

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Effective July 1, 2023

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33	60,374	76,977	93,579	Public Health Nurse Director I*
34	63,393	80,826	98,258	Finance Director Tax Administrator
35	66,562	84,867	103,171	Public Utilities Director
36	69,890	89,110	108,330	
37	73,385	93,566	113,746	Director of Social Services* Local Health Director*
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40	84,952	108,314	131,676	

41	89,200	113,730	138,260	
42	93,660	119,416	145,173	
43	98,343	125,387	152,431	

WARREN COUNTY BUDGET ORDINANCE

FISCAL YEAR 2023-2024

BE IT ORDAINED BY THE Board of County Commissioners of Warren County, North Carolina:

SECTION 1. APPROPRIATIONS: The following amounts are hereby appropriated in the General Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

<u>ITEM</u>	<u>\$AMOUNT</u>
General Government	\$6,528,421
Public Safety	13,274,209
Economic and Physical Development	1,873,872
Human Services	10,071,604
Cultural and Leisure	1,629,739
Debt Service	1,353,125
Education	<u>6,539,956</u>
TOTAL GENERAL FUND APPROPRIATIONS	\$41,270,926

SECTION 2. REVENUES: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

<u>ITEM</u>	<u>\$AMOUNT</u>
Ad Valorem Taxes	\$ 22,589,940
Sales Taxes	5,727,273
Other Taxes & Licenses	150,000
Unrestricted – Intergovernmental	211,240
Restricted Intergovernmental – Health	713,184
Restricted Intergovernmental – DSS	87,444
Restricted Intergovernmental – DSS 1571	2,571,862
Restricted Intergovernmental – Other	940,346
Permits and Fees	413,332
Sales and Services	2,773,750
Investment Earnings	791,361
Miscellaneous Revenue	94,698
Transfers from Other Funds	823,033
Fund Balance Appropriated (Health Department Escrow)	400,000
Fund Balance Appropriated (General Fund – Schools)	435,000
Fund Balance Appropriated (General Fund – Other)	<u>2,548,463</u>
TOTAL GENERAL FUND REVENUES	\$41,270,926

SECTION 3. There is hereby levied a tax rate of \$.81 per one hundred dollars valuation of property listed for taxes as of January 1, 2023 for the purpose of raising the revenue listed as "ad valorem taxes" in the General Fund of this ordinance.

This rate is based upon an estimated total valuation of \$2,778,757,823 for the purpose of taxation. (Real property and personal - \$2,587,802,353 – collection rate of 98%) (Motor vehicles - \$190,955,470 – collection rate of 99.84%).

SECTION 4. EXPENDITURES: There is appropriated to the fourteen (14) Fire Service Districts, in the amounts listed below proceeds of the service district tax for use by the Fire Service Districts in such a manner and for such expenditures as are permitted by law from the proceeds of these taxes. In the event the actual proceeds from the tax levies exceed or fall short of the appropriated amounts, the actual net proceeds from the taxes shall constitute the appropriation from the tax levy.

Fire Department	Total
Afton Elberon	\$ 104,462
Arcola	58,486
Central Warren	162,816
Churchill Five Forks	174,810
Drewry	79,224
Hawtree	96,514
Inez	13,664
Littleton	65,966
Long Bridge	166,243
Macon	39,767
Ridgeway	55,696
Roanoke Wildwood	190,671
Smith Creek	84,072
Soul City	47,864
TOTALS	\$ 1,340,255

SECTION 5. REVENUES: There is hereby levied a tax at the rates shown below, per one hundred dollars (\$100.00) valuation of property listed for taxes as of January 1, 2023, located within the listed special fire districts for generating revenue for said special districts. These rates of tax are based on a 97.22% average collection rate. Estimated total valuation of property for each special fire district for the purpose of taxation are as follows:

Fire Department Valuation and Tax Rate FY 23

Fire Department	Estimated Tax Base Property Tax	Estimated Tax Base Motor Vehicles	Tax Rate FY 24
Afton Elberon	\$ 109,021,610	20,257,066	0.0800
Arcola	84,831,129	14,525,903	0.0600
Central Warren	144,900,311	23,712,916	0.0990
Churchill Five Forks	375,714,803	14,371,233	0.0450
Drewry	99,396,838	8,945,275	0.0700
Hawtree	96,237,277	9,128,880	0.0950
Inez	63,929,574	7,266,513	0.0200
Littleton	151,255,145	10,072,697	0.0410
Long Bridge	402,910,447	15,175,485	0.0400
Macon	72,024,634	8,466,273	0.0500
Ridgeway	86,238,843	7,779,508	0.0600
Roanoke Wildwood	531,757,331	13,128,276	0.0350
Smith Creek	73,491,820	11,872,392	0.1000
Soul City	46,215,465	6,669,273	0.0900
TOTALS	\$ 2,337,925,227	\$ 171,371,690	

It is estimated that the following revenues will be available in the Fire Service District Special Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Afton Elberon	\$ 104,462
Arcola	58,486
Central Warren	162,816
Churchill Five Forks	174,810
Drewry	79,224
Hawtree	96,514
Inez	13,664
Littleton	65,966
Long Bridge	166,243
Macon	39,767
Ridgeway	55,696
Roanoke Wildwood	190,671
Smith Creek	84,072
Soul City	47,864
TOTALS	\$ 1,340,255

SECTION 6. EXPENDITURES: There is appropriated to the Solid Waste Enterprise Fund for the operation of the County's comprehensive solid waste program for fiscal year beginning July 1, 2023, and ending June 30, 2024:

Solid Waste Program	\$ 2,266,194
TOTAL	\$ 2,266,194

SECTION 7. REVENUES: It is estimated that the following revenues will be available in the Solid Waste Enterprise Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Solid Waste Revenues	\$ 2,266,194
TOTAL	\$ 2,266,194

SECTION 8. There is hereby levied for the fiscal year 2023-2024, a Solid Waste Availability/Household User Fee of \$150.00 per household or business not subject to municipal taxation to be deposited in the Solid Waste Enterprise Fund.

There is hereby levied for the fiscal year 2023-2024, a Solid Waste Transfer Station Tipping Fee of \$67 per ton for all waste brought to the County's Transfer Station.

There is hereby levied for the fiscal year 2023-2024, a Solid Waste Inert Debris Tipping Fee of \$20 per ton for all inert debris, yard waste and land clearing debris brought to the County's Landfill.

SECTION 9. EXPENDITURES. The following amount is hereby appropriated in the Regional Water System Enterprise Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Regional Water System Expenditures	\$ 1,086,400
TOTAL	\$ 1,086,400

SECTION 10. REVENUES. Regional Water System Enterprise Fund

It is estimated that the following revenues will be available in the Regional Water System Enterprise Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Total Revenues	\$ 1,086,400
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TOTAL	\$ 1,086,400
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SECTION 11. EXPENDITURES. The following amount is hereby appropriated in the District I Water System Enterprise Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Total Expenditures	\$ 829,216
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TOTAL	\$ 829,216
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SECTION 12. REVENUES. It is estimated that the following revenues will be available in the District I Water Enterprise Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Total Revenues	\$ 829,216
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TOTAL	\$ 829,216
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SECTION 13. EXPENDITURES. The following amount is hereby appropriated in the District II Water System Enterprise Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Total Expenditures	\$ 887,771
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TOTAL	\$ 887,771
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SECTION 14. REVENUES. It is estimated that the following revenues will be available in the District II Water Enterprise Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Total Revenues	\$ 887,771
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TOTAL	\$ 887,771
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SECTION 15. EXPENDITURES. The following amount is hereby appropriated in the District III Water System Enterprise Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Total Expenditures **\$ 1,356,097**

TOTAL **\$ 1,356,097**

SECTION 16. REVENUES. It is estimated that the following revenues will be available in the District III Water Enterprise Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Total Revenues **\$ 1,356,097**

TOTAL **\$ 1,356,097**

The following table lists the water rates for Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

Security Deposit – Water	\$125
Security Deposit – Water/Sewer	\$150
Activation Fee	\$30
Flat Rate – Water	\$25
Per Thousand – Water/Sewer	\$5.25
Flat Rate – Sewer	\$13
Late Fee	\$30
NSF Fee	\$30
Tap (3/4")	\$1,500
Tap (1")	\$1,700
Availability Fee	\$12
Service Fee (during regular hours)	\$30
Service Fee (after hours)	\$50
Reconnect fee for NSF	\$30
Hydrant Permit \$5 per thousand	\$50
Pool Permit \$5 per thousand	\$50

SECTION 17. EXPENDITURES. The following amounts are hereby appropriated for the Enhanced 911 System Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Emergency 911 **\$ 399,300**

SECTION 18. REVENUES. It is estimated that the following revenues will be available for the Enhanced 911 Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Total Revenues **\$ 399,300**

SECTION 19. EXPENDITURES. The following amounts are hereby appropriated for the Octennial Revaluation Fund for the operation of the County revaluation process for fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 50,500**

SECTION 20. REVENUES. It is estimated that the following revenues will be available in the Octennial Revaluation Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 50,500**

SECTION 21. EXPENDITURES. The following amounts are hereby appropriated for the Health Insurance Fund for fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 3,608,640**

SECTION 22. REVENUES. It is estimated that the following revenues will be available in the Health Insurance Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 3,608,640**

SECTION 23. EXPENDITURES. The following amounts are hereby appropriated for the Deed of Trust Fund for fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 255,000**

SECTION 24. REVENUES. It is estimated that the following revenues will be available in the Deed of Trust Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 255,000**

SECTION 25. EXPENDITURES. The following amounts are hereby appropriated for the Jail Inmate Fund for fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 40,000**

SECTION 26. REVENUES. It is estimated that the following revenues will be available in the Jail Inmate Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 40,000**

SECTION 27. EXPENDITURES. The following amounts are hereby appropriated for the Fines and Forfeitures Fund for fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 100,000**

SECTION 28. REVENUES. It is estimated that the following revenues will be available in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 100,000**

SECTION 29. EXPENDITURES. The following amounts are hereby appropriated for the DSS Representative Payee Fund for fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 250,000**

SECTION 30. REVENUES. It is estimated that the following revenues will be available in the DSS Representative Payee Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

TOTAL **\$ 250,000**

SECTION 31. There is hereby levied on each marriage license issued during the fiscal year 2023-2024, a tax of \$60.00. The proceeds of such tax shall be deposited in the General Fund.

SECTION 32.

A. Funds belonging to Warren County and deposited to the credit of the Warren County Operating Account and the Warren County Payroll Account may be withdrawn on signatures of Warren County Finance Director; Chairman, Warren County Board of Commissioners; Clerk to the Board of Commissioners. Warren County Manager has signatory authorization for contracts or agreements up to \$50,000. All contracts for purchases or agreements with amounts over \$50,000 are to be approved by the Warren County Board of Commissioners.

B. All funds belonging to Warren County and deposited to the credit of the Warren County Department of Social Services (DSS) Trust Fund Accounts shall be withdrawn only by checks signed by two of the following: Warren County Director of Social Services, Warren County Finance Director, and Warren County Manager. DSS Administrative Officer 2 will have signature authority to be utilized only if Finance Director and County Manager are unavailable.

C. All funds belonging to Warren County deposited to the Public School Building Capital Fund Disbursing Account may be withdrawn on signature of Finance Director and Warren County Manager.

SECTION 33. There is hereby levied for the fiscal year 2023-2024, a license fee of \$2.00 on each dog. The proceeds of such taxes shall be deposited in the General Fund.

SECTION 34. Copies of this ordinance shall be furnished to the Budget Officer and the Finance Director for direction in carrying out their duties.

This budget is prepared on a Category basis, and need not be amended unless expenditures exceed category appropriations.

Adopted this the 21st day of June 2023.

Paula Pulley, Clerk

CIP SUMMARY BY PROJECT TYPE

Project Category	Department	Project Type	Project Title	Project Elements	Funding Source	FY 24	FY 25	FY 26	FY 27	FY 28
Facilities										
	Buildings & Grounds	Capital improvement	Parking lot behind courthouse	Construction	General Fund	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -
	Cooperative Extension	Capital improvement; strategic growth	Farmers Market facility & fairgrounds site	Construction; design	General Fund	\$ 250,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -
	Community & Economic Dev. (VGCC)	Capital improvement; strategic growth	CDL training facility/Multi-tenant facility	Construction	General Fund	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -
	Courthouse Complex	Maintenance; capital improvement	Courthouse Complex facility repairs	Construction	General Fund	\$ 125,000.00	\$ 100,000.00	\$ -	\$ -	\$ -
	EMS	Capital improvement	EMS Satellite Facility #4 (Project Fund)	Construction	Project Fund	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -
	EMS	Capital improvement	EMS Satellite Facility #5 (Project Fund)	Construction	Project Fund	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -
	Health Department	Maintenance	Health Department facility repairs	Construction	General Fund	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Health Department	Design	Health Department/Planning Redesign	Design	General Fund	\$ 60,000.00	\$ 100,000.00	\$ -	\$ -	\$ -
	Library	Capital improvement	Chiller retro commission	Equipment	General Fund	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
	Senior Center	Capial improvement	Replacement windows	Construction	General Fund	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -
	Social Services	Capital improvement	Security system	Equipment	General Fund	\$ 53,000.00	\$ -	\$ -	\$ -	\$ -
GENERAL FUND SUBTOTAL						\$ 943,000.00	\$ 440,000.00	\$ 240,000.00	\$ -	\$ -
Public Safety						FY 24				
	Sheriff's Office (E911)	Capital improvement	E911 radios (cost share with E911 funds)	Equipment	General Fund	\$ 258,600.00	\$ -	\$ -	\$ -	\$ -
					E911 Fund	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
GENERAL FUND SUBTOTAL						\$ 258,600.00	\$ -	\$ -	\$ -	\$ -
General Government						FY 24				
	Buildings & Grounds	Capital improvement	Lawn mower and trailer	Equipment	General Fund	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -
	County Manager	Capital improvement	S-Line work	Design	General Fund	\$ 190,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
	Human Resources	Capital improvement	HR Software	Equipment	General Fund	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -
	Tax	Capital improvement	CAMA system	Equipment	General Fund	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -
GENERAL FUND SUBTOTAL						\$ 337,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Infrastructure						FY 24				
	Information Technology	Capital improvement	Cabling & Wiring	Construction	General Fund	\$ 37,550.00	\$ -	\$ -	\$ -	\$ -
	Information Technology	Capital improvement	IT Infrastructure	Construction	General Fund	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
	Public Utilities	Capital improvement	Water elevated storage tank (1 MGD)	Construction; design	Enterprise Fund	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -
	Public Utilities	Capital improvement	KLRWS pipe preparation (water line size increase)	Construction; design	Project Fund	\$ -	\$ -	\$ -	\$ -	\$ -
	Public Utilities	Capital improvement	Pleasant Hill pump station (sewer; replacement)	Construction; design	Enterprise Fund	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -
	Public Utilities	Capital improvement	Littleton sewer line	Construction; design	Enterprise Fund	\$ -	\$ 4,000,000.00	\$ -	\$ -	\$ -
GENERAL FUND SUBTOTAL						\$ 77,550.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Fleet						FY 24				
	Buildings & Grounds	Capital improvement	F-150	Vehicle	General Fund	\$ -	\$ -	\$ 35,000.00	\$ -	\$ -
	Code Enforcement	Capital improvement	Vehicle replacement	Vehicle	General Fund	\$ -	\$ 35,000.00	\$ -	\$ -	\$ -
	EMS	Capital improvement; Public protection	Ambulance (new build)	Vehicle	General Fund	\$ 286,643.00	\$ 300,000.00	\$ -	\$ -	\$ -
	EMS	Capital imrovement; Public protection	Ambulance remount	Vehicle	General Fund	\$ 143,000.00	\$ 143,000.00	\$ 143,000.00	\$ 143,000.00	\$ 143,000.00
	EMS	Capital improvement; Public protection	Administrative vehicle	Vehicle	General Fund	\$ 73,000.00	\$ -	\$ -	\$ -	\$ -
	EMS	Capital improvement; Public protection	New EMS unit- statellite facility #4	Vehicle	General Fund	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -
	EMS	Capital improvement; Public protection	New EMS unit- statellite facility #5	Vehicle	General Fund	\$ -	\$ -	\$ 300,000.00	\$ -	\$ -
	Public Utilities	Capital improvement	F-150	Vehicle	Enterprise Fund	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -
	Public Utilities	Capital improvement	F-150	Vehicle	Enterprise Fund	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -
	Recreation	Capital improvement	Truck F-150 (no expansion)	Vehicle	General Fund	\$ -	\$ -	\$ -	\$ -	\$ -
	Sheriff's Office	Capital improvement	Dodge charger	Vehicle	General Fund	\$ 34,957.00	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Sheriff's Office	Capital improvement	Dodge charger	Vehicle	General Fund	\$ 34,957.00	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
	Sheriff's Office	Capital improvement	Chevy Tahoe	Vehicle	General Fund	\$ 38,750.00	\$ -	\$ -	\$ -	\$ -
	Sheriff's Office	Capital improvement	Ford Explorer for K9 unit	Vehicle	General Fund	\$ 41,380.00	\$ -	\$ -	\$ -	\$ -
GENERAL FUND SUBTOTAL						\$ 652,687.00	\$ 858,000.00	\$ 558,000.00	\$ 143,000.00	\$ 143,000.00

Culture & Recreation						FY 24					
	Library	Capital improvement	Remote library lockers	Equipment	General Fund	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	
	Library	Capital improvement	Remote work space pod	Equipment	General Fund	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	
	Recreation	Capital improvement	Outdoor fitness equipment at Rec Complex	Equipment	ARPA	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	
	Recreation	Capital improvement; maintenance	Buck Spring corn crib restoration	Construction	Buck Spring Project Fund	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	
	Recreation/Community & Econ. Dev.	Capital improvement	Greenways & trails initiative	Construction	General Fund	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	
	Recreation	Capital improvement	MERP bathhouse renovations (PARTF project fund)	Construction	Project Fund (PARTF)	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	
	Recreation	Capital improvement	MERP junior basketball courts	Construction	General Fund	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	
	Recreation	Capital improvement	MERP picnic shelter	Construction	General Fund	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	
	Recreation	Capital improvement	Community Center design	Design	Project Fund	\$ 400,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	
GENERAL FUND SUBTOTAL						\$ 120,000.00	\$ 195,000.00	\$ 135,000.00	\$ 100,000.00	\$ 100,000.00	
Environmental Services						FY 24					
	Public Works	Capital improvement; maintenance	Roof at scale house	Construction	Enterprise Fund	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	
GENERAL FUND SUBTOTAL						\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	
General Fund Capital Costs FY 24						\$ 2,388,837.00	\$ 1,593,000.00	\$ 938,000.00	\$ 283,000.00	\$ 383,000.00	
Water Enterprise Fund Capital Costs FY 24						\$ 1,070,000.00	\$ 9,000,000.00	\$ -	\$ -	\$ -	
Solid Waste Enterise Fund Capital Costs FY 24						\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	
E911 Fund 24						\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	
Project Fund(s) Capital Costs FY 24						\$ 1,075,000.00	\$ 1,125,000.00	\$ -	\$ -	\$ -	
Buck Spring Project Fund						\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	
MERP improvements (PARTF)						\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	
EMS Station 4						\$ 600,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	
EMS Station 5						\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	
Community Center						\$ 400,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	
ARPA						\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	



WARREN COUNTY BOARD OF COMMISSIONERS

602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

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Victor Hunt, Vice Chairman
Tare Davis
Jennifer Pierce
Walter Powell

Vincent Jones
County Manager

Paula Pulley
Clerk to the Board

MEMORANDUM

TO: Warren County Board of Commissioners

FROM: Shiekell Richardson, County Attorney

Vincent E. Jones, County Manager

DATE: June 21, 2023

RE: Consider approval of agreement with Charter/Spectrum for a dedicated fiber build and 3-year term of service for the Board of Elections and Parks and Recreation facilities.

Background

Currently, the Board of Elections and Parks and Recreation are served by traditional coaxial lines to provide internet service. Given the increased technological systems in use by the Board of Elections and the need for a more reliable service for Parks and Recreation the County intends to upgrade services to these facilities.

Spectrum will build out a dedicated fiber service for the two County facilities located at 309 N. Main Street and 113 Wilcox Street. The agreement requires a \$25,500 deposit for the construction and the County has chosen a 36-month agreement for service. The service charges are \$599/monthly and \$449/monthly for the respective sites.

Fiscal Impact

Total Project Cost should not exceed \$65,000. The County has identified \$50,000 of Fiscal Recovery/ARPA funds for this project. The remainder will come from departmental budgets for internet service.

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

"This institution is an equal opportunity provider and employer."

Recommendation

Approve the agreement with Charter/Spectrum for a dedicated fiber build and 3-year term of service for the Board of Elections and Parks and Recreation facilities in an amount not to exceed \$65,000 and authorize the County Manager to execute the agreement upon review and approval by the County Attorney.

Agreement attached.

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum").

Spectrum Sales Support Contact Information
Spectrum Account Executive: Jeff Lockman Mobile: 919-698-5798 Email: Jeffrey.Lockman@charter.com

Customer Information				
Customer Name (Exact Legal Name): Warren County				
Street Address: 602 W. Ridgeway St.	Suite:	City: Warrenton	State: NC	Zip: 27589
Customer's Main Tel. No.: 252-257-3115				
Customer Contact Name: Vincent Jones (County Manager)	E-mail: VincentJones@warrencountync.gov		Tel No: 252.257.3115	
Billing Address: 602 W. Ridgeway St.	Suite:	City: Warrenton	State: NC	Zip: 27589
Billing Contact Name: Vincent Jones	E-mail: VincentJones@warrencountync.gov		Tel No: 252.257.3115	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" and collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" and collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting Service Orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated by: (a) Spectrum's written acceptance, (b) Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without additional expense, suitable facilities, third party connections, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. If Spectrum is unable to secure and retain such items in accordance with the foregoing, Spectrum may decline to accept or cancel a Service Order upon notice to Customer in accordance with Section 5(f). Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform, either before or after acceptance of a Service Order, an installation review (including a review of Customer's inside wiring) of each proposed Service Location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services.

In addition, Customer shall provide Spectrum with floor space, rack space, other space, inside wiring, and clean power all as is reasonably necessary for the installation, operation, and delivery of Spectrum Equipment and Services at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, inside wiring, or access as described herein, or

otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services shall not release Customer from its obligation to pay Service Charges for any Services that would otherwise be available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; (iii) Spectrum's inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer's Equipment (as defined herein) being inadequate to interconnect with the Services, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

(e) Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

(f) Service Order Revisions and Cancellations. If, either before or after a Service Order is executed, or during the course of this Service Agreement, Spectrum determines that: (i) there is a lack of available service, facilities, or other items as detailed in Section 4, or the criteria outlined in Section 5 are not met; (ii) additional work is necessary to enable Spectrum to deliver the Services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) Customer's inside wiring is causing signal leakage which violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Spectrum's control that causes an adverse effect on Spectrum's ability to provide the Service, then Spectrum may, at Spectrum's sole discretion, either decline to accept or cancel a Service Order. Alternatively, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Spectrum notifies Customer that additional Service Charges will apply and if Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to cancel the applicable Service Order or, if no Service Order has been executed, Spectrum has the right to decline to accept a pending Service Order.

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software on the Spectrum Equipment not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "**PBXs**"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) ("**Termination**"): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("**Software**"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer's Location

If, upon Spectrum's request, Customer fails to return the Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge Customer an amount equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses incurred by Spectrum in obtaining or attempting to regain possession of the Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "**Service Charges**").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("**MRCs**"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("**OTCs**") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer.

Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with a Service, Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be required to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from the Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of any Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7.

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes, other Services, or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.

For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services or any component thereof if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty.

This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorneys' and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a)** Customer's misuse of the Services;
- (b)** Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement; or
- (c)** Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Services, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs or rate schedules with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Services or any portion thereof, then the terms set forth in the applicable tariff or rate schedule shall govern Spectrum's delivery of, and Customer's use or consumption of the Services. In addition, if Spectrum determines that offering or providing the Services, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

(a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

(b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party

must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal.

The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in **North Carolina**.

(c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding.

(d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

(e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party.

Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service

Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum maintains a Privacy Policy that provides consumers with notice of Spectrum's collection, use, maintenance, and disclosure of information, and their rights and choices with respect to such practices under applicable U.S. state and/or federal laws and regulations.. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:

Charter Communications Operating, LLC
ATTN: Commercial Customer Agreements
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/fag/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of the Services.

Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs, online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control.

To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of **North Carolina** shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the federal courts of **North Carolina** or, if such court would not have jurisdiction over the matter, then only in a **North Carolina** State court sitting in **North Carolina**.

Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in **North Carolina**, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

Except as otherwise specified in Section 7(e), any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A

Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

Spectrum Business TV Service. Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer's use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or MGM+, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

Spectrum Enterprise TV Service. Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer's Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of its advertised programming including, without limitation, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:

(a) Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

(b) If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. SpectrumU and Spectrum Enterprise TV Streaming Access (TVSA). SpectrumU and Spectrum Enterprise TV Streaming Access (available through an app named "Spectrum Enterprise TV" and the website spectrumenterpriseTV.com) are online video services (which are collectively referred to herein as the "Apps") that are accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer's network. Spectrum Apps may not be available through all application stores.

(a) Many factors outside of Spectrum's control affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality and utilization of Customer's network, service attacks, and the authorized user's device.

(b) Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms prior to using or downloading either of the Apps.

(c) Spectrum may require that authorized users update the Apps from time-to-time in order to continue use of the Apps.

Attachment B
Spectrum Business Voice Service, PRI/SIP Trunking Service
(collectively “Voice Services”)

**Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and
Unified Communications (collectively, “Hosted Communications Services”)**

DESCRIPTION OF SERVICES:

1. Voice Services.

(a) Spectrum Business Voice Service. If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully below and in the applicable Service Order.

(b) SIP Trunking Service. If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol (“SIP”) connection to the Customer’s private branch exchange (including any non-Spectrum switch, collectively, “PBX”) or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

(c) PRI Trunking Service. If Customer selects to receive PRI Trunking Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface (“PRI”) connection to Customer’s PBX or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

(d) Trunking Service. Trunking Service shall mean SIP Trunking Service and/or PRI Trunking Service, as applicable.

(e) Analog Lines Over Fiber Service. If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer’s PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully below and in the applicable Service Order.

(f) Toll-Free Service for Spectrum Trunking. If Customer selects Spectrum Toll-Free Service for use with Trunking Service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- **Origination Screening:** Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- **Origination Routing:** Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- **Schedule-Based Routing:** Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- **Percentage Call Allocation:** Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer’s allocated traffic percentage between the DID number locations.
- **Toll-Free Dialed Number Identification Service (DNIS):** Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum Trunking Service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum Trunking Service. Not all Toll-Free Service features may be available in all areas.

(g) E911 Location Plus. If Customer selects Spectrum E911 Location Plus for use with Trunking Service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer’s E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment that wishes to provide location information for its station level telephone numbers.

2. Spectrum Hosted Communications Services.

(a) Spectrum Hosted Voice Service. If Customer selects Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance described more fully below and in the applicable Service Order.

(b) Spectrum Hosted Voice for Hospitality Service. If Customer selects Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully below and in the applicable Service Order.

(c) Spectrum Hosted Call Center. If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully below and in the applicable Service Order.

(d) Unified Communications Service. If Customer selects Unified Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, (iv) conferencing, and (v) web collaboration service, or other features as described more fully below and in the applicable Service Order. Unified Communications Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer or an End User accesses the Hosted Communications Services through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. When using such an application, Customer and End Users are subject to the terms of such application and the terms of this Service Agreement (including this Attachment). Changes made to the features, functionalities, capabilities of the Unified Communications Service, or to an application accessing Spectrum Hosted Communications Service, shall be in Spectrum's sole discretion.

BEGINNING ON JANUARY 6, 2022: If Customer ordered soft phone service on or after February 16, 2020, Customer will have 911 calling capability with its soft phone service beginning on January 6, 2022 if Customer's software and service is properly installed, configured and updated. Customer understands that such soft phone service, including 911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service or application that reflects the application and/or associated device location. Failure of Customer to enter correct and valid address information, prior to initiation of such Service and anytime Customer's location of the soft phone changes, will likely result in a delay or inability in dispatching 911 emergency service to the proper location. CUSTOMERS THAT ORDERED ANYWHERE CONNECT SOFT PHONE SERVICE PRIOR TO FEBRUARY 16, 2020 WILL NOT HAVE 911 CALLING CAPABILITY. EACH CUSTOMER OF SUCH ANYWHERE CONNECT SERVICE UNDERSTANDS THAT IT MUST USE AN ALTERNATE MEANS, OTHER THAN SOFT PHONE SERVICE, TO CONTACT 911 EMERGENCY SERVICES. Additional important 911 use of service terms are located in paragraph 7(g) below.

(e) Unified Communications over Wireless Internet Backup. If Customer selects Unified Communications over Wireless Internet Backup Service, Customer will receive Wireless Internet Backup Service as described in Attachment G for Unified Communications Service provided at Customer's location(s) specified in an applicable Service Order. Unified Communications over Wireless Internet Backup Service is subject to availability and the terms and conditions in Attachment G and the applicable Service Order.

(f) Webex Meetings from Spectrum Enterprise. If Customer selects Webex Meetings from Spectrum Enterprise, Customer will receive a combination of (i) Cisco's Webex Meetings cloud-based service, (ii) a variety of features, and (iii) technical assistance, including optional professional services, as described below and in the applicable Service Order. Webex Meetings is a conferencing solution and only supports calls connecting End Users to a Webex Meetings event.

(g) Unified Communications with RingCentral. If Customer selects Unified Communications with RingCentral, Customer will receive a combination of (i) instant messaging and presence service, (ii) communication services (phone and/or video calling service with optional add-on features), (iii) desktop sharing service, (iv) conferencing, and (v) web collaboration service, as described in the Spectrum Enterprise Unified Communications with RingCentral Terms of Service and in the applicable Service Order. Unified Communications with RingCentral is subject to availability and to the terms and conditions referenced in Section 22 of this Attachment.

(h) Service Descriptions. Spectrum's Voice Services and Hosted Communications Services listed above are described in Customer's Service Order, and/or in Spectrum's usage pricing plans, online product descriptions, or other documents identified herein, as applicable, on Spectrum's website at <https://enterprise.spectrum.com/services/voice.html>.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

3. Availability of Facilities and Service Modifications.

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com/services/voice.html>. These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

4. Communications Service Limitations.

(a) Unavailable Services; Call Blocking, Fraud, and N11. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum may use network management practices to block calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law. Calls blocked using these network management practices will not be delivered to Customer. Spectrum also blocks access to calls with 900 and 976 area codes and to international chat lines. Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services. In addition, certain "N11" services (three digit dial codes such as 211) may not be available in all serving areas.

(b) Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

(c) Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non -voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe.

Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

(d) Prohibited Use. Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

5. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

(a) Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer's outgoing calls must use an active, valid telephone number assigned to Customer. Use of invalid or unassigned telephone numbers are prohibited for outgoing calls. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

6. Access to Telecommunications Relay Communications Service. Telecommunications Relay Service (“TRS”) enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (“TT”) or Caption Telephone (collectively, “TDD”) or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

If Customer activates Custom Caller ID for Trunks or Customer utilizes its own Customer-defined dialing scheme or PBX configuration, Customer must configure its PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call handled by that PBX so that 711/TRS calls complete to the appropriate 711/TRS center.

7. 911 Services.

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE (“IAD”) OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY’S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location. ADDITIONALLY, COMMUNICATIONS SERVICE, INCLUDING SOFT PHONE SERVICE, DOES NOT SUPPORT 911 CALLING FROM ANY LOCATION OUTSIDE THE UNITED STATES, AND CUSTOMER AND END USERS WILL BE UNABLE TO USE OR ACCESS 911 OR E911 EMERGENCY CALLING SERVICE FROM SUCH LOCATIONS.

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer’s attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines.

IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal.

Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

BEGINNING ON JANUARY 6, 2022: Notwithstanding the preceding paragraph, if Customer ordered soft phone service and/or a Softphone Application on or after February 16, 2020, Customer will have 911 calling capability with its soft phone service or Softphone Application beginning on January 6, 2022 if Customer's software and service is properly installed, configured and updated. Customer understands that such soft phone service and Softphone Application, including 911 calling capability, will not function properly unless correct and valid address information has been entered into the soft phone service or Softphone Application that reflects the application and/or associated device location. Customer further understands that such soft phone service and Softphone Application will not function or will not function properly: (i) if a user attempts a 911 call from a location different than the address provided in the soft phone service or Softphone Application; (ii) during any disruption of power or Internet connectivity at the user's location; (iii) during any period of services or E911 outage or failure beyond Spectrum's control; (iv) if incorrect or invalid address information is provided or if such information is not updated by user in the event of a change in user's location; (v) if user's equipment fails to function, is not properly configured, or is defective; or (vi) if instructions, requirements or obligations for proper operation of the soft phone service or Softphone Application are not executed completely and properly.

8. Custom Caller-ID (Voice Services only). If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be an active, valid telephone number that is assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs Customer Equipment that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call including TRS, 711, and emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks.

Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made.

The use of incorrect or fictitious CPN, ANI, or other calling party information on such telemarketing calls is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose. Customer shall provide proof of telephone number assignment (e.g., by business agreement or evidence the user has access to use the number) upon Spectrum's request.

9. Cross Rate Center Telephone Numbers. If Customer orders or utilizes telephone number(s) with Spectrum Trunking Service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum Trunking Service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum Trunking Service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum Trunking Service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

10. Centralized PBX Support. If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum Trunking Service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum Trunking Service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

(a) Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

(b) Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.

(c) The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.

(d) Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

(e) All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site.

11. Access. Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Communications Services are offered to businesses only and are not available for residential use.

12. Customer Equipment. Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations.

Without limiting the foregoing, in the event that Customer-provided fiber, coax, copper wiring, and/or point-to-point wireless, or a segment of the foregoing provided by Customer, (collectively "Customer Facilities") are used in the delivery of Communications Services, Customer shall be solely responsible for the condition, performance, maintenance, repair, and replacement of such Customer Facilities, at all times. Upon request, Customer shall provide Spectrum with access to the Customer Facilities, for Spectrum to inspect the condition of Customer Facilities prior to Spectrum's installation of the Communications Service, provided that Spectrum shall not be required to conduct such inspection, and such inspection or statements made by Spectrum in connection therewith shall in no way constitute a representation, warranty or guarantee that the Customer Facilities are fit for use with the Service. Notwithstanding anything in the Service Agreement to the contrary, Spectrum shall not be liable or responsible, nor shall it provide Service Credits under any Service Level Agreements, for any Service delays, disruptions, degradations, repairs, maintenance, failures or any other Service issues caused by or resulting from Customer Facilities.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

13. CPNI. As a provider of telecommunications and interconnected VoIP services, Spectrum takes seriously its responsibility to protect the confidentiality of its customers' proprietary network information ("CPNI"). Spectrum is committed to protecting its telecommunications and interconnected VoIP service customers' CPNI in accordance with applicable regulatory and statutory requirements. CPNI is customer-specific data that is collected by Spectrum in the course of providing telecommunications or interconnected VoIP services to its customers, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of telecommunications or interconnected VoIP service. Customer CPNI will be protected by Spectrum as described herein, in the Spectrum Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding anything else in this Service Agreement, the following shall not be CPNI: (i) Customer's directory listing information (*i.e.*, Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose Calling Details and CPNI when required by applicable law.

(b) Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

(c) Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

(d) Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then- current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

(e) Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter.

Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

(f) Provided that Customer is served by at least one dedicated Spectrum representative under this Attachment B, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, call detail records) is authorized to receive it.

(g) Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with one or more of these authentication methods.

- Agency Letter. As provided in paragraph 12.e, Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.
- Circuit ID. Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer Circuit ID—i.e., a Spectrum-specific identifier assigned to a data or voice network connection between two locations.
- Premier Code. Spectrum may provide Customer CPNI to an individual that correctly identifies Customer's Premier Code—i.e., a 4-digit code that Spectrum may provide to Customer.
- Security Code (CPNI code). Spectrum may provide Customer CPNI to an individual that correctly identifies the account's security code – i.e., a 4-digit code that Spectrum may provide to Customer.
- Last 4 digits of any MAC addresses listed on account. Spectrum may provide Customer CPNI to an individual that correctly identifies the last 4 digits of the MAC address of any Spectrum-issued device listed on the account – i.e., a cable modem, telephony equipment, set top boxes, etc.
- Full serial number of any piece of Spectrum Equipment on Customer's account. Spectrum may provide Customer CPNI to an individual that correctly identifies the full serial number of any Spectrum-issued equipment listed on the account - i.e., a cable modem, telephony equipment, set top boxes, etc.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion.

In the event of a conflict or inconsistency between the CPNI terms in this Attachment B and the remainder of the Service Agreement, the CPNI terms in Attachment B shall control.

14. Directory Listings. Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

15. Usage Rates/Minute Packages. Communications Services may be subject to usage pricing plans or minutes of use packages that apply charges for certain calls, including international calls and inbound toll-free calls. Unless otherwise specified in Customer's Service Order or Contract, usage pricing plans or packages are available for Trunking Service at enterprise.spectrum.com/services/voice/enterprise-trunking/rates.html and for Unified Communications at enterprise.spectrum.com/services/voice/unified-communications/rates.html. Spectrum reserves the right to change its usage pricing plans and packages at any time.

16. Number Porting. Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST.

Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third-party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers.

Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

17. Call Redirect. If a PRI Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

18. Fiber Internet Access Bundles. If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the Trunking or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit.

The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

19. Unified Communications Service Data. Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

20. Voicemail; Call Recording and HIPAA. This paragraph shall apply if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the Hosted Communications Services, Customer agrees that with regard to the Voice Services (i.e. telephone service alone), Spectrum is acting solely as a "conduit". Under HIPAA, a "conduit" is a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. However, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement, if Customer is to receive or store any PHI on the voicemail or call recording features of the Hosted Communications Services, both of which must occur before such receipt or storage of PHI. In such event, Customer further agrees that it shall not enable or otherwise use any "voicemail to e-mail" feature in connection with the Hosted Communications Services. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.

21. Webex End User Terms. In addition to the terms of this Service Agreement, this Attachment, and any applicable Service Order, when using Webex products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable Webex terms, including the following:

(i) Cisco Privacy Data Sheets for Webex Meetings and Webex Teams available at:

https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency, and

(ii) Cisco End User License Agreement for the Cisco client software installed by Customer or End User and for the cloud services used by Customer or End User available at www.cisco.com/go/eula.

22. **RingCentral End User Terms.** RingCentral, Inc. ("RingCentral") is the underlying provider of Unified Communications with RingCentral Service. In addition to the terms of this Service Agreement, this Attachment, and any applicable Service Order, when using RingCentral products or services offered through Spectrum, (i) Customer and each End User is subject to the Spectrum Enterprise Unified Communications with RingCentral Terms of Service, (ii) Customer and each End User agrees and accepts RingCentral's applicable End User terms, which are contained in the Spectrum Enterprise Unified Communications with RingCentral Terms of Service available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html>, and (iii) such End User terms shall constitute a binding agreement between RingCentral and Customer and/or each End User.

Attachment C

Spectrum Business High-Speed Internet Service ("Internet Service")

Spectrum Business High-Speed Internet Service¹. Internet access service implemented using a hybrid fiber/coax ("HFC") or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer's data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third-Party Services"). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer's use of the Internet Service is subject to the following additional terms and conditions:

- 1. Minimum Equipment Requirements.** Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
- 2. Software.** At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
- 3. Internet Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
- 4. Security.** Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
- 5. Electronic Addresses; Mailboxes.** All non-vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 ("Legacy Services") until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

6. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

7. Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

8. Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

9. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

10. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

11. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

12. The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

13. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

14. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

(a) Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

- i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
- iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
- iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

15. **Desktop Security Service.** Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

Attachment D

Fiber Internet Access Service (“FIA Service”)

Fiber Internet Access. If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider (“ISP”) peering between Customer’s data network identified on a Service Order and Spectrum’s facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum’s FIA Service is “On-Net” if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third Party Services”). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer’s use of the FIA Service is subject to the following additional terms and conditions:

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.

2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

4. DDoS Protection Services.

(a) This Section only applies if Customer elects to purchase DDoS Protection Service to enable detection of distributed denial of service (“DDoS”) attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum’s Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a “DDoS Attack”). Spectrum requires that Customer: (i) provide information regarding Customer’s Internet traffic before Spectrum can provision the DDoS Protection Service and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer’s Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer’s legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer’s inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide “Proactive” or “Reactive” mitigation services as further described below. If Customer has designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer’s change request within five (5) business days of receipt of Customer’s request.

(b) DDoS Proactive Mitigation Services. If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services. If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements. DDoS Protection Services are only available in connection with Spectrum's On-Net FIA Services and are not available in all locations. Spectrum's DDoS Protection Service is provided on an FIA connection by FIA connection basis. In the event Customer has more than one FIA connection advertising the same IP address(es), Customer is required to purchase DDoS Protection Service for each FIA connection. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Protection Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

- i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.
- ii. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- iii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination.

If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. Data Center Cross Connect. A "Cross Connect" shall mean a connection between two networks within a data center. If Spectrum needs to connect its Network to Customer's network within a data center or to a third-party's network within a data center to deliver Spectrum Enterprise FIA Service to Customer, then a Cross Connect will be required where an external network-to-network interface (ENNI) connection is not used/unavailable. In such case, Customer may obtain the Cross Connect from the data center operator to make the connection to Spectrum's Network or Customer can request that Spectrum purchase and coordinate installation of the Cross Connect, and if Spectrum agrees, Customer must execute a Service Order reflecting the applicable MRC and any OTC.

Attachment E WIDE AREA NETWORK (“WAN”) SERVICES

Ethernet, Cloud Connect and Wavelengths

1. Ethernet Service. Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers.

2. Cloud Connect Service. Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. Wavelengths Service. Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise’s dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Wavelengths are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. **Data Center Cross Connect.** A “Cross Connect” shall mean a connection between two networks within a data center. If Spectrum needs to connect its Network to Customer’s network within a data center or to a third-party’s network within a data center to deliver Spectrum Enterprise Ethernet Service to Customer, then a Cross Connect will be required where an external network-to-network interface (ENNI) connection is not used/unavailable. In such case, Customer may obtain the Cross Connect from the data center operator to make the connection to Spectrum’s Network or Customer can request that Spectrum purchase and coordinate installation of the Cross Connect, and if Spectrum agrees, Customer must execute a Service Order reflecting the applicable MRC and any OTC.

4. Public, Education, and Governmental (“PEG”) Video Service. Spectrum will install a video encoder at the Service Location together with a private fiber underlay transport to deliver video and audio signals from a PEG Customer’s Service Location to Spectrum’s hub site or headend facility to enable cablecasting to Spectrum’s cable service subscribers.

5. Broadcaster Video Service. Spectrum will install a video encoder at the Service Location together with a private fiber underlay transport to deliver video and audio signals from a broadcaster Customer’s Service Location to Spectrum’s hub site or headend facility to enable delivery on Spectrum’s video network.

7. Additional terms of use. Customer’s use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

(a) If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

(b) Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

(c) Customer's use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, at Supplier's request Customer will recertify that this condition remains in effect.

If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs imposed on Spectrum by the Federal Communications Commission or the state regulatory agency in charge of telecommunications services.

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

Attachment F Managed Services

Managed Network Edge Service (“MNE”), Enterprise Network Edge Service (“ENE”), Managed WiFi Service, Secure Access with Cisco Duo (“Cisco Duo”), Cloud Security with Cisco+ Secure Connect (“Cisco+ Secure Connect”), Managed Router Service (“MRS”), and Managed Security Service (“MSS”) (collectively, “Managed Services,” and each individually, a “Managed Service”)

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment (“CPE”) through which Customer can receive the purchased Managed Service(s) at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of any of the Managed Services, as applicable, is subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software, firmware or hardware components of the Managed Services. Spectrum may update a Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire.

Spectrum may request that Customer complete a “Technical Configuration Questionnaire” to obtain necessary information in order to provide a Managed Service. Incomplete or incorrect configuration information may adversely affect the Managed Service.

Security Limitations.

In accordance with the Disclaimer of Warranty and Limitation of Liability section of Spectrum’s Terms of Service, Customer assumes sole responsibility for use of the Managed Service and for access to and use of Customer Equipment used in connection with the Managed Service.

1. MANAGED NETWORK EDGE SERVICE. This section applies only if the Customer purchases one or more of the MNE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer and End Users are responsible for Internet connectivity and the provision of power (including any back-up power) at all Service Locations and End User locations (as applicable) in order for Customer and its End Users to utilize the MNE Service. If Internet connectivity or power at a Service Location, End User location, or for CPE suffers degradation or is unavailable for any reason, then the MNE Service at such location, or with respect to such CPE, may be degraded or inoperable. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY MNE SERVICE, OR PART THEREOF, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY CAMERA RECORDING, STORAGE OR ARCHIVING FUNCTIONS, EVEN IF THE FOREGOING IS RELATED TO A SECURITY OR SAFETY RELATED EVENT.

(a) Managed Network Edge. MNE Service provides routing, security, VPN capabilities, and security features at Customer’s Service Locations.

(b) Managed Network Edge WiFi. MNE WiFi Service provides Customer with wireless networking connectivity at Customer’s Service Locations. Spectrum will provide Customer with wireless access plan with MNE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer’s responsibility to purchase additional MNE WiFi Service to augment coverage as may be needed.

(c) Managed Network Edge Switch. MNE Switch Service provides Customer with Layer 2/3 switching at Customer’s Service Locations.

(d) Managed Network Edge Camera. MNE Camera Service provides Customer with CPE for capturing video data at Customer's Service Locations. Upon request, Spectrum will coordinate with Customer to help identify camera placement locations and coverage areas (based on square footage), consistent with quantity of devices ordered. Actual camera coverage may vary from design and is limited based on various factors, including, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibility to purchase additional Camera Services to augment coverage as may be needed.

(e) Managed Network Edge Camera Cloud Storage: MNE Camera Cloud Storage Service provides camera cloud archiving to individual cameras as an add-on service to the MNE Camera Service (a separate cloud storage license is required for each camera). The Camera Cloud Storage Service is offered in 90, 180, and 365 day archiving options.

(f) Managed Network Edge Teleworker. MNE Teleworker Service provides Customer with router and VPN capabilities for remote work locations (e.g., home or small office). MNE Teleworker Service devices will be shipped to the Customer's designated contact who will be responsible for forwarding the devices to End Users. Customer shall also be responsible for retrieving MNE Teleworker Service devices from End Users upon termination of the MNE Teleworker Service. Installation of the MNE Teleworker Service devices will be performed on a self-install basis. Individual End Users shall contact Customer for support regarding the MNE Teleworker Service, and not contact Spectrum directly. Notwithstanding anything in the Terms of Service to the contrary, the MNE Teleworker Service Initial Order Term and Billing Start Date will begin upon delivery of the MNE Teleworker Service equipment to Customer, as indicated by Spectrum's designated courier. Customer must purchase MNE Service from Spectrum in order to purchase MNE Teleworker Service.

(g) Managed Network Edge Virtual Edge (vMX): MNE Virtual Edge (vMX) Service provides a virtualized network edge connecting Customer's network to one of the following cloud environments: Amazon Web Services, Google Cloud Platform, or Microsoft Azure. Customer must establish its own account with Amazon, Google or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Edge software. Customer must purchase MNE Service from Spectrum in order to purchase MNE Virtual Edge (vMX) Service.

(h) Managed Network Edge AnyConnect: MNE AnyConnect Service consists of a VPN server configured on Customer's MNE edge device, and accessed by AnyConnect Plus VPN client software installed on Customer's End Users' device. When using AnyConnect products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable AnyConnect terms, including the following: (i) Cisco End User License Agreement for AnyConnect Secure Mobility Client available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/DOC-1.pdf, and (ii) Supplemental End User License Agreement available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/anyconnect-SEULA-v4x.pdf. Notwithstanding anything in the Terms of Service to the contrary, the MNE AnyConnect Service Initial Order Term and Billing Start Date will begin upon the date that Spectrum provides AnyConnect license information to Customer. Customer must purchase MNE Service from Spectrum in order to purchase MNE AnyConnect Service.

(i) Managed Network Edge Sensors: MNE Sensors provide insights into Customer's workspace. The sensors provide Customer with near real-time visibility and the ability to avoid disruptions by setting alerts and notifications to Customer to changes in conditions in their environments via a portal. Examples of MNE Sensor types include: Temperature and Humidity. Open/Close, Water Detection, Temperature Probe, Air Quality, Smart Button.

(j) Managed Network Edge for Hospitality: MNE for Hospitality Service provides the Customer with a WiFi network solution with wireless access points ("WAPs") deployed at the Service Location to enable designated users of the Customer's choice to wirelessly access the Internet. MNE Hospitality Service or certain features (guest support, property management system (PMS) integration, site management portal, and conference manager), may not be available in all service areas and may change from time to time.

2. ENTERPRISE NETWORK EDGE SERVICE. This section applies only if the Customer purchases one or more of the ENE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer is responsible for Internet connectivity and the provision of power (including any back-up power) at all Service Locations in order for Customer to utilize the ENE Service. If Internet connectivity or power at a Service Location, or if CPE suffers degradation or is unavailable for any reason, then the ENE Service at such location may be degraded or inoperable. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY ENE SERVICE, OR PART THEREOF, FOR ANY REASON.

(a) Enterprise Network Edge. ENE Service provides routing, VPN capabilities, and security features at Customer's Service Locations.

(b) Enterprise Network Edge Switch. ENE Switch Service provides Customer with Layer 2/3 switching at Customer's Service Locations.

(c) Enterprise Network Edge Virtual Machine. ENE Virtual Machine Service provides a virtualized network edge connecting Customer's network to one of the following cloud environments: Amazon Web Services, Microsoft Azure. Customer must establish its own account with Amazon or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Machine software. Customer must purchase ENE Service from Spectrum in order to purchase ENE Virtual Machine Service.

(d) Enterprise Network Edge WiFi. ENE WiFi Service provides Customer with wireless Networking connectivity at Customer's Service Locations. Spectrum will provide Customer with a wireless access plan with ENE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional ENE WiFi Service to augment coverage as may be needed.

3. MANAGED WIFI SERVICE. This section applies only if Customer purchases the Managed WiFi Service.

(a) Spectrum will provide Managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion.

(b) Internet Access. Spectrum may provide Managed WiFi Service to locations where Spectrum will not be the primary Internet access provider, provided that Customer purchases an Internet access Service from Spectrum for the sole purpose of providing Spectrum direct internet connectivity to the Managed WiFi Service equipment (e.g. switches and controllers) for the purpose of administration and monitoring.

(c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the Spectrum WiFi questionnaire completed by the Parties. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

4. SECURE ACCESS WITH CISCO DUO.

This section applies only if the Customer purchases Cisco Duo Service. Cisco Duo Service is a subscription-based service that delivers multi-factor authentication (MFA), device trust, policy based access, and/or single sign on, as purchased by Customer. Cisco Duo Service adds protection to applications on Customer's network, and enables a second source of validation, such as via a smartphone or token, to verify user identity before granting access. Customer must purchase the number of subscriptions/seats that corresponds to the number of individual End Users of the Cisco Duo Service. The Cisco Duo Service includes an initial allotment of telephony credits for text message charges related to the transmission of a token/passcode to the End User. Once the initial allotment of telephony credits is used, Customer is responsible for purchasing additional telephony credits.

When using Cisco Duo Service offered through Spectrum, Customer and each End User agrees to and accepts Cisco's applicable Duo Service Terms and Conditions available at: <https://duo.com/legal/pass-through-terms> (or the applicable successor URL).

5. CLOUD SECURITY WITH CISCO+ SECURE CONNECT.

This section applies only if the Customer purchases Cisco+ Secure Connect Service. Cisco+ Secure Connect Service is a subscription-based service designed with security features to connect End Users to various resources, including, without limitation, applications hosted in common public cloud platforms and private data centers. Customer must purchase the number of subscriptions/seats that corresponds to the number of individual End Users of the Cisco+ Secure Connect Service.

When using Cisco+ Secure Connect Service offered through Spectrum, Customer and each End User agrees to and accepts the Cisco End User License Agreement and Product Specific Terms for Cisco+ Secure Connect, both available at www.cisco.com/go/eula (or the applicable successor URL).

6. DESIGN, INTEGRATION AND SUPPORT SERVICES ANCILLARY TO CISCO DUO SERVICE AND/OR CISCO+ SECURE CONNECT SERVICE. If Customer purchases Cisco Duo Service and/or Cisco+ Secure Connect Service, Customer may also purchase one or more of the following ancillary services, as applicable:

(a) Integration and Design Service.

i. Application Integration Service (Applicable only to Cisco Duo Service)

Customers who purchase Application Integration Service will receive assistance from Spectrum with configuring a client application (e.g., GoogleDocs, Salesforce, etc.) for Cisco Duo Service multi-factor authentication. Customer will be required to complete a Questionnaire that identifies applications to be configured.

ii. Design Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service)

Design Service helps Customer plan, design, and execute the deployment of Cisco Duo Service and/or Cisco+ Secure Connect Service. Design Service is customized for each Customer on an individual case basis.

(b) Support Service.

i. QuickStart Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service)

QuickStart Service includes 12 hours of technical support by Spectrum to assist Customer with onboarding, user profiles, change management, and security profile tuning. The 12 hours of technical support are scheduled between Customer and Spectrum, as needed, to assist with initial deployment. The 12 support hours must be used within the first 12 months following the Billing Start Date, and any unused hours expire at the end thereof.

ii. Advanced Support Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service)

Advanced Support Service includes 4 hours per month of advanced technical support by Spectrum. Customer is responsible for scheduling Advanced Support Service working sessions with Spectrum personnel to assist with technical support services, including, without limitation, service configurations, user onboarding, application testing, change management, and security profile tuning. Unused hours in one month do not roll over to the following month.

7. MANAGED ROUTER SERVICE. This section only applies if Customer purchases MRS.

(a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. MRS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MRS is only available when connected via Spectrum FIA, Spectrum Business High-Speed Internet Service, or Spectrum Ethernet Services. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates the Spectrum Service to which Customer has connected the MRS, then Customer shall be deemed to have terminated the corresponding MRS and may be subject to Termination Charges in accordance with the Terms of Service.

8. MANAGED SECURITY SERVICE. This section only applies if Customer purchases MSS.

(a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. MSS or certain features, may not be available in all service areas and may change from time to time.

(b) Standard and Advanced. MSS has two service levels with different features. MSS Standard provides firewall functions such as port forwarding and NAT. MSS Advanced provides the features from MSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention system (IPS) and deep packet inspection.

(c) Connectivity. MSS is only available when connected via Spectrum FIA or Spectrum Business High-Speed Internet Services. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(d) Termination. If Customer terminates the Spectrum Service to which Customer has connected MSS, then Customer shall be deemed to have terminated the MSS and may be subject to Termination Charges in accordance with the Terms of Service.

Attachment G

Wireless Internet Access Service

Spectrum Wireless Internet Access Service. Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology ("WIA Service"). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: **Wireless Internet** and **Wireless Internet Backup**. Customer's use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

1. **Wireless Internet.**

(a) **Plan Terms.** Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 600Kbps when Customer has used 150GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 3 below.

(b) **Data Sharing; Excess Data Charges.** If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool ("Data Pool"). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not "roll over" to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

2. **Wireless Internet Backup.** Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 200 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum's termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

3. **WIA Billing and Data Usage.** The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum "Data Allowance" (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. "Data Allowance" means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.

4. **Service Quality.** Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations.

(iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.

5. Power Disruptions. The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

6. Acceptable Use Policy; Third Party Network Terms.

(a) Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

(b) Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators ("Third-Party Terms") found at:

AT&T Internet of Things Wireless Communications Service Guide: <https://www.att.com/legal/terms.aup.html>

Verizon ThingSpace Terms and Conditions: <https://thingspace.verizon.com/legal/terms-of-service.html>

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator's sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

(c) To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.

7. Security; Use Restrictions. Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.

8. Termination.

(a) If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.

(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided.

Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

(c) Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.

NO THIRD-PARTY LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information

Contact: Jeffrey Lockman
Telephone: 9196985798
Email: jeffrey.lockman@charter.com

Customer Information

Customer Name WARREN COUNTY	Order # 13499332	
Address 548 W RIDGEWAY ST 217 WARRENTON NC 27589		
Telephone (252) 257-3115	Email: vincentjones@warrencountync.gov	
Contact Name Vincent Jones	Telephone (252) 257-3115	Email: vincentjones@warrencountync.gov
Billing Address 548 W RIDGEWAY ST 217 WARRENTON NC 27589		

NEW AND REVISED SERVICES AT 113 Wilcox St , Warrenton NC 27589				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
5 Static IP Addresses	36 Months	1	\$ 0.00	\$ 0.00
Fiber Internet 30Mbps	36 Months	1	\$ 449.00	\$ 449.00
TOTAL*				\$449.00

NEW AND REVISED SERVICES AT 309 N Main St , Warrenton NC 27589				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
5 Static IP Addresses	36 Months	1	\$ 0.00	\$ 0.00
Fiber Internet 50Mbps	36 Months	1	\$ 599.00	\$ 599.00
TOTAL*				\$599.00

ONE TIME CHARGE(S) AT 113 Wilcox St , Warrenton NC 27589			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
FIA Installation	1	\$12,750.00	\$12,750.00
TOTAL*			\$12,750.00

ONE TIME CHARGE(S) AT 309 N Main St , Warrenton NC 27589			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
FIA Installation	1	\$12,750.00	\$12,750.00
TOTAL*			\$12,750.00



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature:_____

Vincent Jones

Printed Name:_____

County Manager

Title:_____

Date:_____



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Spectrum Enterprise

Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": - Service Disruption resulting in a total loss of Service; or - Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	- A service problem that does not impact the Service; or - A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Spectrum Enterprise pre-service installation guide



Welcome, and thank you for choosing Spectrum Enterprise. After you sign your service order, our teams will keep you updated on the status of your order. In the meantime, this document will help you understand what happens as you progress toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll partner with you as your main point of contact for a successful installation.

Client project milestones

- 1 Sign service order.
- 2 If necessary, work with our internal teams to provide any additional information or forms required to finalize your order.
- 3 Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.

Spectrum Enterprise project milestones

- 1 Sales team submits signed service order to Order Management team.
- 2 Internal teams gather any additional information that's required to finalize your order.
- 3 Dedicated project manager contacts you to discuss next steps.

Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

Milestones

- 1 **Sign service order**
First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.
- 2 **Finalize order**
Our internal teams will make sure we have all of the information we need to begin the installation process. This stage can take one to two weeks to complete. During this time, we may be in touch to get additional information and required forms.
If your order includes voice services, this would be a good time to engage your vendor. If you're transferring phone numbers from your current vendor to your Spectrum Enterprise account, we'll need a complete list of the numbers you're transferring. Your vendor can help you pull these from your phone server. We also request your vendor be available to participate in cutover activities on the day of activation. Your project manager will work closely with you and your vendor throughout the implementation process, and schedule the cutover once the service is ready.
- 3 **Connect with project manager**
As we're finalizing your order, your dedicated project manager will be in touch about next steps. Your project manager will be your primary point of contact during service installation, however, you may hear from additional team members throughout the process.
You will be invited to an introduction call where your project manager will review your order and the installation process in more detail. During this meeting, we will agree to a call and reporting schedule to ensure a smooth and efficient installation.

Additional disclaimer pending - does not apply for coax or upgrades.

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Certificate Of Completion

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Status: Delivered

Subject: Documents for your DocuSign Signature

Source Envelope:

Document Pages: 49

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jeffrey Lockman

AutoNav: Enabled

jeffrey.lockman@charter.com

Enveloped Stamping: Disabled

IP Address: 13.110.78.8

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Status: Original

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Signer Events**Signature****Timestamp**

Vincent Jones

Sent: 6/19/2023 2:10:26 PM

vincentjones@warrencountync.gov

Viewed: 6/20/2023 1:47:53 PM

County Manager

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/24/2022 6:54:32 AM

ID: def3f52f-f4da-4857-b3cd-701c9c50d2ce

Company Name: Spectrum Enterprise

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Shiekel Richardson

shiekelrichardson@warrencountync.gov

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6/19/2023 2:10:27 PM

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Charter Communications Operating, LLC (“Spectrum”) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. If you wish to receive paper copies in lieu of electronic documents, you may close this browser and request paper copies from the “sending party” by following the procedures outlined below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

Requesting paper copies, withdrawing consent, and updating contact information

Requesting Paper Copies.

Please provide your name, title, email, telephone, postal address and document title.

Withdraw Consent.

Please provide your name, title, email, date, telephone number and postal address.

Update Contact Information.

Please provide your name, title, email, telephone and postal address.

Any fees associated with sending paper copies or withdrawing consent will be determined by the sending party.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

To withdraw your consent with DocuSign

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. notify the “sending party” by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Charter Communications Operating, LLC (“Spectrum”) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DocuSign during the course of your relationship with Charter Communications Operating, LLC (“Spectrum”).