

**STATE TO HOLD PUBLIC HEARINGS ON TRANSFER OF OCEANIC TIME
WARNER'S CABLE FRANCHISES TO CHARTER COMMUNICATIONS**

SHOW UP AND BE HEARD!

LAHAINA Tuesday, September 8 - 4:30PM West Maui Senior Center
WAILUKU - Friday, September 11 - 4:30PM Cameron Center Auditorium
LANAI - Tuesday, September 15 - 12:00PM Lanai Senior Center
HANA - Wednesday, September 16 - 12:00PM Hana Community Center
MOLOKAI - Thursday September 17 - 4:00PM Kaunakakai Gym

**THERE IS GOOD NEWS AND BAD NEWS
FIRST, THE BAD NEWS**

The Feds would not let the biggest cable company in America, **Comcast** buy the second biggest, **Time Warner**. Now *all* Oceanic Time Warner Cable systems in Hawaii are about to be swallowed up by what, based on the evidence, could possibly be the worst cable company ever created, **NEW CHARTER COMMUNICATIONS**. But don't take our word for it. Check out what cable consumers all over America are saying about the Old Charter. Below are some links to review in anticipation of the hearings. Holy mackerel! You won't believe what you find here. Everything from through the roof pricing, to horrendous service, to slow Internet, to rude customer service... you name it. If you can't handle strong language, better not read these.

<http://charter-communications.pissedconsumer.com/complaints.html>

<http://www.yelp.com/biz/charter-communications-glendale-3>

<http://www.charter-sucks.com/>

<https://www.facebook.com/CharterComplaints>

<http://www.complaintsboard.com/bycompany/charter-communications-a192.html>

http://www.consumeraffairs.com/cable_tv/charter.html

BE INFORMED go to: http://cca.hawaii.gov/catv/cable_operators/charter-time-warner-cable-merger/ and review the posted documents. Check out FCC Form 394 Exhibit 6.

NOW FOR THE GOOD NEWS

Because this is a TRANSFER of CONTROL from Time Warner to Charter and not a rubber stamped, Franchise Renewal, the State DCCA has powerful discretion in requiring by force of contract, *enforceable, tangible public benefit* for Maui residents in exchange for Charter's use of our valuable PUBLICLY OWNED RIGHTS OF WAY. DCCA is granting a telecommunications monopoly that is worth billions over the franchise term.

Akaku has reviewed and analyzed the transfer documents on the DCCA website and prepared these recommended TALKING POINTS you, the consumer, can use as a guide to inform your testimony and spec out the multichannel video service and fast Internet system you want for the next fifteen or twenty years!

TALKING POINTS ON THE OCEANIC TIME WARNER/CHARTER MERGER

1. CHARTER APPLICATION FOR TRANSFER OF CABLE SERVICE IS INCOMPLETE

In its Response to DCCA questions in its application, Charter refused to answer questions re: Section IV.C (1) listing names and locations of current franchises, and number of subscribers and gross revenues for each. It has claimed in several incidences that essential information requested by DCCA is "not within the DCCA's scope of review", "not reasonably necessary", "burdensome", "non-jurisdictional", "overbroad" or "unrelated to the Transaction". Charter has not adequately explained character issues regarding sexual discrimination and discrimination against people with disabilities cited in Section IV.B of their Application and in FCC Form 394 Exhibit 6., Charter has not adequately explained its legal, financial or technical capabilities. The Charter Application lacks specificity and detail in multiple responses to DCCA questions i.e. Response in Section II.G, General Information regarding changes, is deficient and incomplete. Response to IV.E, Technical Qualifications and Plans, are so incomplete that their lack of specificity makes them almost meaningless.

2. WE WANT A COMMUNICATIONS SYSTEM FOR THE 21st CENTURY WITH ENFORCABLE SERVICE LEVEL AGREEMENTS.

We want DCCA to put concrete language in ironclad contracts *in addition to* the franchise agreement that enforce rate transparency and *service level agreements* with Charter so they cannot lie to us and charge us for fast broadband Internet speeds and MVDS/OTT services without actually delivering advertised performance. We want cable programming service agreements as well. These agreements should contain penalties for non-compliance and be reviewable by DCCA every two years.

3. DCCA MUST NOT ALLOW CHARTER TO USE MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTION SERVICES (MVPDS) OR OTHER TECHNICAL MEANS TO CIRCUMVENT FRANCHISE FEE PAYMENTS

Everyone knows technology is evolving at blinding speed and what we used to call "TV" is being delivered everywhere and on every device. Internet Protocol TV (IPTV) delivery of multichannel distribution of video content Over the Top (OTT) should not be used to circumvent franchise fee funding of community communication and cable regulation. DCCA must recognize this and mandate *by contract* that **Akaku/PEG channels are fully funded for the term of the franchise at minimum present day levels and displayed in the same manner and accessibility as PBS and Oahu local broadcast channels in analog, digital, HD, on every tier and on-demand on every device.**

4. CHARTER'S NON-COMMITMENT TO PEG ACCESS IN RESPONSE TO SECTION IV.E 10 and NOTE 13 NOTWITHSTANDING, CHARTER NEEDS TO AGREE TO FULLY FUND AKAKU, PBS, AND DCCA CABLE AND BROADBAND REGULATION AT AMOUNTS EQUIVALENT TO NO LESS THAN PRESENT (2015) FRANCHISE FEE LEVELS ADJUSTED FOR INFLATION FOR THE FRANCHISE TERM. THIS MINIMUM LEVEL OF FUNDING MUST BE PROVIDED REGARDLESS OF CHANGES IN FEDERAL OR STATE LEGISLATION DURING THE TERM OF THE FRANCHISE.

5. CHARTER MUST PROVIDE MINIMUM BROADBAND SPEEDS BY CONTRACT

Upload and download Internet speeds must be guaranteed by contract at affordable rates. Currently Internet service from Oceanic Time Warner is inconsistent, unreliable and erratic in most areas of Maui Nui making it difficult to move large media, data or medical files. In its

application, Charter has promised minimum download broadband speeds of 60 mbps and a 300 mbps rollout on Maui. In the era we are entering called the "Internet of Things", this is simply not good enough. Charter needs to demonstrate concrete plans to meet the State of Hawai'i's stated broadband goal of Symmetrical Gigabit Internet Service to all Hawaii residents by 2018. These speeds need to be codified by contract in enforceable service agreements with its customers and all rural areas including Hana, Lanai and Molokai must be included in the expansion. A three-year rate freeze should be put into effect as well.

6. THE CHARTER APPLICATION PROMISED TRANSITION TO ALL DIGITAL NETWORKS WITHIN 30 MONTHS OF CLOSE OF TRANSACTION with a caveat that 1% of homes will not be upgraded to digital within this timeframe. Charter must agree by contract that Maui, Molokai and Lanai subscribers will not be part of this 1% digital divide and that Akaku PEG channels and channel designations will be preserved and transitioned to digital and HD in the same manner as PBS and local broadcast with channel placement and compression algorithms approved by Akaku and by DCCA in advance of transition.

7. CHARTER MUST COMMIT TO PUBLIC INTEREST BANDWIDTH AND FIBER TO THE HOME. Charter must set aside a minimum of 10% of its total bandwidth for HD and on-demand options for all PEG channels. Charter must also agree to a 100% Fiber build out to the home (FTTH) for all voice, data, cable and Internet subscribers within 4 years of close of transaction or by the end of 2020 whichever comes first.

8. LOCAL CUSTOMER SERVICE STANDARDS MUST BE MAINTAINED Customer service call centers, locations, field technician and technical assistance must be available locally 24/7 x 365 with prompt response times regulated by service agreements. Agreements must include automatic refunds for lost service or outages.

9. CHARTER MUST PROVIDE FREE WI-FI AND UPSTREAM VIDEO CONNECTIONS TO COMMUNITY ANCHOR INSTITUTIONS AND DESIGNATED FACILITIES. To support economic development and education, Charter Communications must provide live upstream transmission capability and high speed broadband service to designated Community Anchor Institutions, public and private schools, government buildings, hospitals, libraries, community centers, community media centers, non-profit agencies, and public parks.

10. CHARTER MUST MATCH BEST PUBLIC BENEFIT DEAL A "most favored nation" clause should be included in the franchise agreement that would require Charter to meet or exceed any public benefit service provided by Charter in any of its markets at the request of the DCCA if the DCCA determines the service to be in the best interest of the public.