CABLE TELEVISION DIVISION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAIʻI

In the Matter of HAWAIIAN TELCOM SERVICES COMPANY, INC. Public, Educational, or Governmental Access Capital Fund Payment Schedule for the Period June 25, 2026 to December 31, 2026.	)))))))))	**DECISION AND ORDER NO. 393** Date Issued: July 14, 2026

DECISION AND ORDER NO. 393

By this Decision and Order, the Cable Television Division of the Department of Commerce and Consumer Affairs (the "**Department**" or "**DCCA**") of the State of Hawaiʻi approves the capital fund payment schedule for the period June 25, 2026 to December 31, 2026, as set forth in the agreement dated June 30, 2026, by and between ʻŌlelo Community Media ("ʻ**Ōlelo**"), as the current Oʻahu public, educational, or governmental ("**PEG**") access organization, and Hawaiian Telcom Services Company, Inc. ("**HTSC**") and attached hereto as Exhibit "A". However, the Department will be examining the methodology in calculating the capital fund payment and its impact on subscribers and may make adjustments as the Department deems appropriate.

I. INTRODUCTION

On June 24, 2011, the Department issued Decision and Order ("**D&O**") No. 352 granting a non-exclusive franchise to HTSC to provide digital cable service to all areas on the island of Oʻahu, subject to the terms, conditions, and requirements set forth in D&O No. 352.[1]

Section IV.J.2 of D&O No. 352, required HTSC to meet with the Oʻahu PEG access organization(s) to develop a schedule for capital fund payments for the PEG

[1] On June 16, 2026, DCCA and HTSC agreed to extend HTSC's Oʻahu cable franchise to December 1, 2026.

access facilities and equipment for the years 2015 to 2019[2], the years 2020 to 2024[3], and then for the period covering the remainder of the franchise term.[4]

On February 13, 2025, DCCA issued D&O No. 389, which memorialized the Parties agreed-upon extension of the capital fund payment schedule for the period of January 1, 2025 to June 24, 2026, and is hereby incorporated into this D&O.

On July 7, 2026, HTSC submitted its agreement with ʻŌlelo dated June 30, 2026, which memorializes the Parties agreed-upon capital fund payment schedule for the period of June 25, 2025 to December 31, 2026 (“**Agreement**”). The Agreement is attached as Exhibit “A”, and is hereby incorporated into and made a part of this D&O.

II. DISCUSSION

Under the Agreement, HTSC agrees to pay ʻŌlelo, the Director’s PEG designee for Oʻahu, capital fund payments for PEG access facilities and equipment, as follows:

Due Date	Amount
July xx, 2026[5]	Fifty two percent (52%) of $1,041,849 multiplied by the ratio of HTSC's basic service tier Subscribers on Oʻahu to the total number of basic service tier Subscribers on Oʻahu served by HTSC, OTWC and any other franchised cable operator on Oʻahu combined as of December 31 of 2025, multiplied by the percentage change of the United States Department of Labor seasonally adjusted Consumer Price Index for all Urban Consumers Honolulu for all items (1982-1984=100) from the then-most current period available and the comparable preceding year’s

[2] On April 30, 2014, HTSC submitted to the Department its agreement with ʻŌlelo memorializing HTSC’s and ʻŌlelo’s (collectively, the “**Parties**”) agreed-upon capital fund payment schedule for the years 2015 to 2019, which was approved by the Director of DCCA (“**Director**”) in D&O No. 361 issued on May 15, 2014.

[3] On April 26, 2019, HTSC submitted to the Department its agreement with ʻŌlelo memorializing the Parties agreed-upon capital fund payment schedule for the years 2020 to 2024, which was approved by the Director in D&O No. 374 issued on May 9, 2019.

[4] See D&O No. 352 at 36-37.

[5] The Agreement utilized the due date of “July xx, 2026,” as the final date will be determined following Director’s issuance of this D&O.

CPI. The prorated percentage of 52% is based on HTSC's franchise period of June 25, 2026 to December 31, 2026.[6]

In addition, the Parties agree: (1) that the Director has the authority to adjust the capital funds payments agreed to by the Parties, as set forth in the Agreement, subject to HTSC's franchise order (i.e., D&O No. 352); and (2) on certain conditions when they may petition the Director to adjust the capital fund payment amounts. Specifically, the Parties agree to the following conditions:

(1) Based upon the number of all basic service tier Subscribers in all Oʻahu franchises as of December 31, 2024, if the number of basic tier Subscribers on Oʻahu increases or decreases at least five percent (5%), either ʻŌlelo or HTSC may petition the Director for an increase or decrease in the capital fund payments; provided that either party may submit such petition only once per calendar year.

(2) The Director shall have the sole authority to grant or deny the petition, and before changing the amount of the capital fund payments, the Director shall require the petitioning party to provide substantial justification for its request.

(3) If an increase or decrease is granted, the Oʻahu Subscriber number base shall be adjusted accordingly.

(4) ʻŌlelo may request in writing to DCCA that DCCA confirm whether the minimum increase or decrease in Subscriber numbers has been met; provided that DCCA shall not be required to disclose the confidential Subscriber information to ʻŌlelo, and ʻŌlelo may request this confirmation from DCCA only once per calendar year.[7]

Upon review, DCCA determines that the capital fund payment schedule agreed to by the Parties, as memorialized in the Agreement, is consistent with D&O No. 352.

III. ORDER

Now, therefore, the Director hereby orders that:

A. In accordance with D&O No. 352, the Director approves the Agreement, described herein and attached hereto as Exhibit "A", between HTSC and ʻŌlelo for HTSC's Oʻahu franchise area. Accordingly, HTSC shall pay ʻŌlelo

[6] See D&O No. 352 at 36-37. (footnote omitted).

[7] See id. at 2.

capital fund payments for the period of June 25, 2025 to December 31, 2026 as set forth in the Agreement.

B. Pursuant to D&O No. 352, the Director has the discretion to adjust the capital funds payments agreed to by the Parties.

C. Except as otherwise provided in this Decision and Order, the remaining provisions of D&O No. 352 (to the extent not otherwise amended), shall remain in full force and effect.

Dated: Honolulu, Hawaiʻi, July 14, 2026.

Nadine Y. Ando

Nadine Y. Ando
Director of Commerce and
Consumer Affairs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **DECISION AND ORDER NO. 393** was served upon the following at the address shown below by mail the same, postage prepaid, on this 14th day of July, 2026.

Steven P. Golden
Vice President, External Affairs
Hawaiian Telcom Services Company, Inc.
1177 Bishop Street, Suite 17
Honolulu, Hawaiʻi 96813

Colleen M.S. Yuen
Administrative Assistant

EXHIBIT A

AGREEMENT

This agreement executed as of June 30, 2026 ("Agreement"), by and between ʻŌlelo Community Media ("ʻŌlelo"), as the current O'ahu PEG Access Organization, and Hawaiian Telcom Services Company, Inc. ("HTSC"), as an O'ahu cable franchisee (collectively, the "Parties"), memorializes the Parties' agreement concerning HTSC's annual Capital Fund Payments to the Director, Department of Commerce and Consumer Affairs ("DCCA") or ʻŌlelo,[1] as the Director's designee, pursuant and subject to the terms of Decision and Order No. 352, State of Hawai'i, DCCA, Cable Television Division dated June 24, 2011 ("D&O 352"), which is incorporated herein by reference. This Agreement sets forth the amounts and terms of HTSC's annual Capital Fund Payments for its O'ahu cable franchise for the period from June 25, 2026 to December 31, 2026.

The Parties agree as follows:

A. Capital Fund Payment Amounts. For the period of June 25, 2026 to December 31, 2026, HTSC agrees to pay the following annual Capital Fund Payments for PEG Access Facilities and Equipment[2] for HTSC's O'ahu cable franchise to the Director of DCCA **("Director")** or ʻŌlelo as the Director's designee(s):

Due Date	Amount
July xx, 2026	Fifty two percent (52%) of $1,041,849[3] multiplied by the ratio of HTSC's basic service tier Subscribers on O'ahu to the total number of basic service tier Subscribers on O'ahu served by HTSC, OTWC and any other franchised cable operator on O'ahu combined as of December 31 of 2025, multiplied by the percentage change of the United States Department of Labor seasonally adjusted Consumer Price Index for all Urban Consumers Honolulu for all items (1982- 1984=100) from the then-most current period available and the comparable preceding year's CPI. The prorated percentage of 52% is based on HTSC's franchise period of June 25, 2026 to December 31, 2026.

[1] ʻŌlelo is the current O'ahu Peg Access Organization and Is under consideration to be designated as the O'ahu PEG Access Organization for the period June 25, 2026 to December 31, 2026.

[2] These Capital Fund Payments are for all PEG Access Facilities and Equipment on Oahu.

[3] Previous year (2024) base amount. Base amount equals total combined HTC and OTWC capital amount from the previous year.

B. Adjustments to Capital Fund Payment Amounts. The Parties agree that the Director reserves the authority to adjust the above Capital Fund Payments as provided herein subject to HTSC's franchise order.

1. 'Ōlelo or HTSC shall have the ability to petition the Director to increase or decrease the above Capital Fund Payments based upon the requirements below.

2. Based upon the number of all basic service tier Subscribers in all O'ahu franchises as of December 31, 2024, if the number of basic tier Subscribers on O'ahu increases or decreases at least five percent (5%), either 'Ōlelo or HTSC may petition the Director for an increase or decrease in the Capital Fund Payments; provided that either party may submit such petition only once per calendar year.

3. The Parties agree the Director shall have the sole authority to grant or deny the petition, and before changing the amount of the above Capital Fund Payments, the Director shall require the petitioning party to provide substantial justification for Its request.

4. If an increase or decrease is granted, the Subscriber number base shall be adjusted accordingly.

5. 'Ōlelo may request in writing to DCCA that DCCA confirm whether the minimum increase or decrease in Subscriber numbers has been met; provided that DCCA shall not be required to disclose the confidential Subscriber Information to 'Ōlelo, and 'Ōlelo may request this confirmation from DCCA only once per calendar year.

C. Additional Terms

1. The terms of this Agreement shall remain in effect from June 25, 2026 to December 31, 2026, unless terminated sooner: (a) upon mutual written agreement of the Parties; (b) upon loss by HTSC of the O'ahu cable franchise, (c) should 'Ōlelo cease to serve as the PEG Access Organization for O'ahu; or (d) In the event Oceanic's current obligations for capital fund payments to 'Olelo for the period June 25, 2026 to December 31, 2026 terminate (in which case termination of this Agreement shall be automatic).

2. This Agreement may not be altered, amended or changed in any way except by a written instrument executed by the Parties or pursuant to adjustments referenced in Sections B.1 through B.5, above, which shall be memorialized in writing and made an addendum hereto.

3. This Agreement may be executed in counterparts, including through electronically exchanged signature pages (e.g., emailed PDFs), each of which will be deemed an original, and

all of which together will constitute one and the same instrument; provided that neither party will be bound to this Agreement unless and until both parties have executed a counterpart. Electronically exchanged signature pages are fully binding on the parties and effective for all purposes; they will be treated the same as physically exchanged signatures.

THE PARTIES HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT ON THE DATE THAT FIRST APPEARS ABOVE.

ʻŌlelo Community Media	Hawaiian Telcom Services Company, Inc.
Roger McKeague	Steven Golden
Roger McKeague	Steven Golden
President & CEO	Vice President, External Affairs