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TELECOMMUNICATIONS & CABLE
COMMISIONER'S OFFICE

TOWN OF SOUTHBRIDGE

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, DST

l/k/a

Charter Communications

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CHARTER FRANCHISE AGREEMENT

This Franchise Agreement is between the Town of Southbridge, hereinafter referred to as the "Issuing Authority" and Charter Communications Entertainment I, DST l/k/a Charter Communications, hereinafter referred to as the "Licensee."

WHEREAS, the Issuing Authority of the Town of Southbridge, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Southbridge and

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Licensee appears to be sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, both parties agree that this statement shall in no way eliminate, reduce or abridge any of the lawful rights and remedies available to the Town or Licensee in the future, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Issuing Authority desires to enter into this Franchise with the Licensee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Issuing Authority and Licensee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Franchise Authority and Licensee agree as follows:

1 Definition of Terms

1.1 Terms

For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. "Affiliate or Affiliated Person" shall mean another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

2. "Cable Act" shall mean Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended, 47 U.S.C. §§ 521, et. seq. by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

3. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act

4. "Cable Division" shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

5. "Drop or Cable Drop" shall mean the cable that connects each home or building to the feeder line of the Cable System.

6. "Effective Date" or "Execution Date shall mean the date when both parties execute the License.

7. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto

8. "Franchise" or "License" shall mean the non-exclusive rights granted pursuant to this franchise to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.

9. "Gross Revenue" means any revenue received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Licensee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) un-recovered bad debt; and (3) any Franchise Fee, PEG or I-Net amounts recovered from Subscribers.

10. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.

11. "Is suing Authority" shall mean the Board of Selectmen of Southbridge.

12. "Licensee or Franc hisee" shall mean Charter Communications Entertainment I, DST l/k/a Charter Communications or its lawful successor, transferee or assignee.

13. " License Fee or Franchise Fee" shall mean the payments to be made by the Licensee to the Town of Southbridge, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G. L. Chapter 166A.

14. " "PEG" shall mean the acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

15. "PEG Acce ss Channels" shall mean any channel(s) made available for the presentation of PEG Access Programming.

16. " Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.

17. " Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior/middle high school, and high school.

18. " Public Way or Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Service Area, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System..

19. "Reasonable notice" shall be w ritten notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Issuing Authority as the address to which notice should be transmitted to it.

20. " Renewal License" shall mean the non-exclusive Cable Television Renewal License granted to the Licensee by this instrument. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.

21. "Si gnal" shall mean any transmission of electromagnetic or optical energy which carries Programming from one location to another.

22. "State" shall mean the Commonwealth of Massachusetts.

23. "Subscriber " shall mean any person lawfully receiving Cable Service from the Licensee.

24. "To wn" shall mean the Town of Southbridge, Massachusetts.

25. "Trun k and Distribution System" shall mean that portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

2 Grant of Franchise

2.1 Grant

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Board of Selectmen as the Issuing Authority of the Town of Southbridge, Massachusetts ("Town"), shall grant a non-exclusive renewal Cable Television License to Charter Communications Entertainment I, D.S.T. ("Licensee") a Delaware Statutory Trust established for such purpose, authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the Town of Southbridge, Massachusetts. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of Cable Division, the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority shall grant to Licensee the right to upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways, including streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Southbridge within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, Private Ways and also through public and private easements, which are within the Town, that have been dedicated for compatible uses. In exercising rights pursuant to the Renewal License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, unlawfully interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use public ways and places. Grant of the Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of public ways and places. Disputes between Licensee and other parties regarding use of public ways and places shall be resolved in accordance with the Southbridge Department of Public Works regulations, or governing applicable law or bylaw.

2.2 Term

The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in subsection 15.11, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.3 Franchise Requirements For Other Franchise Holders.

(a) The Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town, or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a cable system without a License or franchise, as defined by 47 U.S.C. § 522(9).

(b) The Issuing Authority agrees that any grant of additional franchises, licenses, consents, certificates or other authorizations by the Issuing Authority to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way, shall require that services be provided for the same territorial area of the Issuing Authority as required by this Franchise and shall be competitively neutral and not be on terms and conditions (including, without limitation, the service area, PEG capital grants and the franchise fee obligations) more favorable or less burdensome to the Person(s) of any such additional franchise, licenses, certificates or other authorizations, than those which are set forth herein. If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the public rights of way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a franchise to provide such services Issuing Authority hereby agrees that, upon a request from Licensee, as a matter of law, Licensee's Franchise is modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such Person(s) on a competitively neutral basis. In the event federal, state or local law, rules or regulations are amended, modified or

created that have the lawful effect of modifying the terms and conditions of this Franchise during the Term or any extension thereof, then the parties shall modify this Franchise in such a way that is mutually agreeable to both parties. Licensee shall have the right to terminate this Franchise in the event Issuing Authority and Licensee fail to mutually agree to modifications to Licensee's Franchise within sixty (60) days from the commencement of such modification negotiations.

2.4 Police Powers and Conflicts with Franchise

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way. In the event of any conflict between this Franchise and any Issuing Authority ordinance or regulation, apart from the lawful police powers of the Town, materially contradicting the applicable provisions of this Franchise, this Franchise will prevail. This Franchise is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the Issuing Authority may not take any unilateral action, which materially changes the explicit mutual promises in this contract. Nor may the Franchisee take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Licensee and the Issuing Authority.

2.5 Removal or Abandonment

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

2.6 Cable System Franchise Required

No Cable System shall be allowed to occupy or use the streets or public rights- of -way of the Service Area or be allowed to operate without a Cable System Franchise and in accordance with state and federal regulations.

3 Franchise Renewal

3.1 Procedures for Renewal

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of the Licensee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

4 Indemnification and Insurance

4.1 Indemnification

The Licensee shall, by acceptance of the Franchise granted herein, defend the Town, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Licensee in the construction and operation of the Cable System and in the event of a determination of liability shall indemnify and hold the Town, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Licensee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determined in good faith that the Licensee cannot represent its interests, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town or for the Town's use of the Cable System, including any PEG channels.

Indemnification under this provision shall be contingent upon the Issuing Authority giving to a Licensee such reasonable notice as not to prejudice the Licensee's ability to defend the Issuing Authority or Town.

4.2 Insurance

A. The Licensee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[$1,000,000] per occurrence,
	Combined Single Liability (C.S.L.)
	[$2,000,000] General Aggregate
Auto Liability including coverage	[$1,000,000] per occurrence C.S.L.
on all owned, non-owned	
hired autos Umbrella Liability	
Umbrella Liability	[$1,000,000] per occurrence C.S.L.

B. The Issuing Authority shall be added as an additional insured to the above Commercial General Liability and Umbrella Liability insurance coverage.

C. The Licensee shall furnish the Issuing Authority with current certificates of insurance evidencing such coverage.

5 Subscriber Rights And Consumer Protection

5.1 Customer Service Hours and Telephone Response Service

The Licensee shall maintain a publicly listed toll-free telephone number for subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C. definition of normal business hours, see 47 Code of Federal Regulations, §. 76.309(c) (4).

5.2 Billing Practices Information And Procedures

(a) The Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

(b) All billing practices and procedures will be governed by the procedures set forth in 207 CMR § 10.00, et seq., as may be amended from time to time.

5.3 Notification Of Rates And Charges

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with law and regulations, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with law and regulations.

5.4 Disconnection and Termination Of Cable Services

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable laws and regulations.

5.5 F.C.C. Customer Service

The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c). The Town may, upon written request, receive a quarterly report of the Licensee's telephone statistics in order to measure the Licensee's compliance with reasonable telephone standards. Should the Town, in writing, request clarification of the Licensee's telephone report, the Licensee shall, upon invitation by the Town, schedule a meeting with the Town to review said report and advise the Town what measures are being employed by the Licensee to meet a reasonable telephone response standard.

5.6 Employee And Agent Identification Cards

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee photo identification card issued by the Licensee.

5.7 Protection Of Subscribers Privacy

The Licensee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

5.8 Equal Employment Opportunity

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

5.9 No Discrimination.

Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Licensee shall comply with all Federal and State Regulations concerning non-discrimination.

6 Service Availability

6.1 Service Area

The Licensee shall make Cable Service distributed over the Cable System available to all residents of the Town within seven (7) days of a request; provided, however, that (i) all such homes are on the Public Way or a Private Way (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Licensee may elect to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

6.2 Standard Drops

(a) Installation costs shall conform with the 1992 Cable Act, and regulations thereunder. Any dwelling unit within 150 aerial feet of the Cable System distribution plant shall be entitled to a standard installation rate, and the additional costs associated with completing installations located more than 150 feet from the Cable System distribution plant shall be charged to the Subscriber, after provision of a written itemization, on a cost of labor and materials basis only.

(b) the Licensee will provide service to all areas with an average of 25 homes per aerial mile or greater without contribution in aid of construction by subscribers; In cases of a request for service not meeting the above criteria, the Franchisee will extend service to prospective subscribers who are willing to contribute to the cost of construction in accordance with the formula C/LE - CA/P = SC where C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area; P equals the minimum number of dwelling units per mile which would require the Franchisee to provide service in the primary service area; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution-in-aid of construction in the line extension area.

(c) Whenever a potential subscriber located in a line extension area requests service, the Franchisee shall, within 30 days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution-in-aid of construction. During a three year period commencing with initiation of service to a particular line extension, a pro-rated refund shall be paid to previous subscribers of said extension as new subscribers are added to the extension. The amount of such refund, if any, shall be determined by application of the SC formula each time a new subscriber is added. The refunds shall be paid annually to subscribers, or former subscribers entitled to receive them.

6.3 Standard Drops

A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty-five feet (125') of the Licensee's feeder cable. Longer aerial drops and underground drops shall be priced based on additional actual costs incurred in the installation.

6.4 New Development Underground

In cases of new construction or property development where utilities are to be placed underground, the Issuing Authority agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Licensee fails to install its conduit,

pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Licensee.

6.5 Commercial Establishments

The Licensee shall make cable services available to any commercial establishments in the Town, which are located on the residential Subscriber Network, subject to the Licensee and each commercial establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to law or the Licensee's agreements with its program suppliers.

7 Construction and Technical Standards

7.1 Compliance with Codes

All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements

All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety

The Licensee shall at all time employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents, which are likely to cause damage.

7.4 Network Technical Requirements

The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC regulations.

7.5 Performance Monitoring

Licensee shall test the Cable System consistent with the FCC regulations.

8 Conditions on Street Occupancy

8.1 General Conditions

Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority is obtained, which approval shall not be unreasonably withheld.

8.2 Underground Construction

The facilities of the Licensee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground

8.3 Permits

The Issuing Authority shall cooperate with the Licensee in granting any permits required, providing such grant and subsequent construction by the Licensee shall not unduly interfere with the use of such Streets.

8.4 System Construction

All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Streets

Licensee shall, at its own expense, restore any damage or disturbance caused to a street as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Street immediately prior to such damage or disturbance to such standard as required of utilities operating within the Town.

Whenever the Licensee excavates, opens or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. For the purpose of this section, "reasonable expense" shall provide for restoration to a condition similar to the original condition.

8.6 Removal in Emergency

Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority to remove any of the Licensee's facilities, no charge shall be made by the Licensee against the Issuing Authority for restoration and repair, unless such acts amount to gross negligence by the Issuing Authority.

8.7 Tree Trimming

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the cable system, the Licensee shall avoid damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall be done except upon a permit in writing from the Town Department of Public Works or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. Licensee shall secure the permission of the property owner prior to reasonable trimming of trees on private property.

8.8 Relocation for the Issuing Authority

The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Licensee when lawfully required by the Issuing Authority pursuant to its police powers. Licensee shall be responsible for any costs associated with these obligations to the same extent all other users of the Issuing Authority rights-of-way are responsible for the costs related to their facilities.

8.9 Relocation for a Third Party

The Licensee shall, on the request of any person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the expense of such is paid by any such person benefiting from the relocation and the Licensee is give reasonable advance written notice to prepare for such changes. The Licensee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business day in the event of a temporary relocation and no less than one hundred twenty days (120) for a permanent relocation.

8.10 Reimbursement of Costs

If funds are available to any person using the Streets for the purpose of defraying the cost of any of the foregoing, the Issuing Authority shall reimburse the Licensee in the same manner in which other persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Issuing Authority shall make application for such funds on behalf of the Licensee.

8.11 Emergency Use

Licensee shall comply with all federal and state Emergency Alert System ("EAS"), requirements

8.12 Private Property

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

8.13 Reservation of Rights

Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Licensee or by the Town of any legal rights which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions.

9 Rates, Charges And Programming

9.1 Rate Regulation

Issuing Authority shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Issuing Authority. If and when exercising rate regulation, the Issuing Authority shall abide by the terms and conditions set forth by the FCC.

9.2 Continuity of Service

It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Licensee are honored.

9.3 Credits For Service Interruption

Pursuant to 207 CMR, Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. Pursuant to 207 CMR, if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR.

9.4 Publication And Non-Discrimination

All rates for residential Cable Service shall be published and non-discriminatory, although discounts may be made available to senior citizens and/or handicapped Subscribers, or through bulk accounts. A written schedule of all rates shall be available upon request during Normal Business Hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

9.5 Senior Citizen Discount

(a) For the term of this License only, for those eligible pursuant to the provisions below, the Senior Citizen or Handicapped Citizen Discount shall be ten percent (10%) off of the price of the Basic Service tier of service, and shall not apply to any other channels or tiers and shall not apply to packages or bundles.

(b) To be eligible, a resident must meet the following criteria: sixty-five (65) years of age or older or handicapped and head of household and in each case receiving one of the following: (i) Supplemental Security Income (SSI); (ii) Medicaid; (iii) Veterans' Services Benefits; (iv) the Town's income-based senior citizen real estate tax abatement, if any, pursuant to applicable law; or (v) any other suitable criteria that the Licensee and the Issuing Authority mutually agree upon.

(c) To establish eligibility, a resident shall bring or mail a photocopy of a valid driver's license, birth certificate or other document definitively establishing age, plus a photocopy of documentation definitively establishing receipt by the resident at time of application for this discount of any one of the programs listed in (i)-(v) of Section 9.5(b). A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a Subscriber.

10 Franchise Fee

10.1 Amount of Fee

(a) Pursuant to MGL Chapter 166A §9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to $0.50 per Subscriber per year, or such higher amount as may in the future be allowed pursuant to law. The number of Subscribers, for purposes of this section, shall be calculated as of December thirty-first of the preceding calendar year.

(b) The Licensee shall not be liable for a total franchise fee pursuant to this Renewal License and applicable Law in excess of five (5) percent of its Gross Annual Revenues. Further, if in the future, license fee payments to the Town are based on a percentage of gross annual revenue and said payments are in excess of (5) five percent of Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of the annual access funding and operating support provided to Town by Licensee in order to stay within the five (5) percent of Gross Annual Revenues cap specified herein.

10.2 Payment of Fee

Pursuant to M.G.L. c. 166A, § 9, the license fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless otherwise required by applicable law.

10.3 Other Payment Obligations and Exclusions

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Licensee or any Affiliated Person or party shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act (47 U.S.C. § 542(h), nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a non-discriminatory tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

10.4 Accord and Satisfaction

No acceptance of any payment by the Issuing Authority shall be construed as a release or as an accord and satisfaction of any claim the Issuing Authority may have for additional sums payable as a franchise fee under this License.

10.5 Limitation on Recovery

In the event that any License payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the prime interest rate. The period of limitation for recovery of any license fee payable hereunder shall be one (1) year from the date on which payment by the Licensee was due.

11 Transfer of Franchise

11.1 Franchise Transfer

The Franchise granted hereunder shall not be transferred or assigned, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the Franchise or Cable System to secure indebtedness, consistent always with governing law and case interpretation. Within thirty (30) days of receiving an application in accordance with applicable law for transfer, the Issuing Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Issuing Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days or any other time as specified by state or Federal law after receiving such request, consent by the Issuing Authority shall be deemed given.

11.2 Transfer to Affiliates

The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by the Licensee, or any Person that owns or controls the Licensee. Licensee shall notify the Issuing Authority thirty (30) days prior to any such sale, assignment or transfer and must comply with all terms and conditions of this License.

12 Records, Reports, Tests And Maps

12.1 Reports Required

The Licensee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Licensee's policy in connection with its Subscribers shall be filed with the Issuing Authority upon request.

12.2 Records Required

The Licensee shall at all times maintain all records according to State and FCC regulations:

1). A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.

2). A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records

Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice to examine during normal business hours and on a non-disruptive basis any and all records as is reasonably necessary to ensure Licensee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Licensee may organize the necessary books and records for easy access by the Issuing Authority. The Licensee shall not be required by this Renewal License to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority agrees to treat as confidential any books; records or maps that constitute proprietary or confidential information to the extent such are deemed proprietary or confidential by applicable law or regulation and the Licensee make the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

12.4 Annual Performance Tests

Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on an annual basis, performance tests to ensure compliance with applicable technical specifications. The costs of such tests shall be borne exclusively by the Licensee.

13 Community Programming

13.1 Service to Schools and Buildings

Upon written request of the Issuing Authority, the Licensee shall provide one (1) Subscriber Network Drop, one (1) Outlet with Basic Service and expanded basic service, without charge, to municipal schools, police and fire stations, municipal libraries, and other municipal buildings specifically designated in writing by the Issuing Authority. In addition, upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, and Basic and Expanded Service without charge to newly constructed or newly occupied municipal or public school buildings. The Issuing Authority or its designee shall be responsible for the additional cost of a non-standard installation – an aerial installation in excess of one hundred twenty-five feet (125') from the Licensee's feeder cable, and any underground installation. - based on additional actual costs incurred in the installation. The Licensee shall continue to provide, install and maintain free basic and expanded basic to all Municipal buildings being served at the inception of this agreement.

13.2 Limitations on Use

The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Issuing Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System.

13.3 Public, Educational and Government Access Channels

The Licensee shall make available to the Issuing Authority or its designee(s) sufficient bandwidth for three (3) channels for PEG access-programming use. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted. Channels to be maintained by licensee and signal quality must be maintained within FCC standards. Licensee shall provide one modulator for each of the three PEG channels

13.4 Public, Educational And Governmental Access Equipment/ Facilities Fund And Annual Grant

(a) The Licensee shall provide a one-time cash payment to the Town's special PEG Access account or Public Access corporation, if so designated by the Issuing Authority in writing, in the amount of _____ to be used to purchase, lease, and/or improve PEG Access equipment and facilities. This grant shall be considered as an external cost for the purposes of rate regulation and may be passed on to the Subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

(b) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority for PEG operations in the amount of _____ directly to a special PEG Account, not the general fund. The first such annual payment shall be made no later than ninety days (90) after the Execution date of this License Thereafter the Licensee shall make all subsequent annual cash grants no later than March 31st of each year. In no case shall this payment be counted against the equipment and facilities payment made pursuant to subparagraph (a) of this Section 13.4 above or against any franchise or license fee. This grant shall be considered as an external cost for the purposes of rate regulation and may be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

c) The Issuing Authority shall prepare an annual report for the preceding calendar year which records how the annual payment for PEG operations was spent, and what amount remained unspent at the end of the calendar year. This report shall be submitted to the Licensee annually within thirty (30) days of payment of the annual PEG grant.

13.5 Equipment Ownership And Maintenance

The Town shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG access equipment. Ownership of equipment currently used by the Town and owned by Licensee shall pass to the Town upon the effective date of the License in Section 15.11.

13.6 Editorial Control

Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable Law. In furtherance thereof, the Town will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law. Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion.

13.7 Access Coordinator

The Town shall designate a PEG Access Coordinator who shall be responsible for PEG operations, equipment purchase, equipment maintenance and management, production training, and other duties as assigned by the Issuing Authority.

14 Enforcement Or Revocation

14.1 Determination Of Breach

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any material provision of the Renewal License, except as excused by force majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

In the event that the Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after a determination has been made by the Issuing Authority that Licensee has not appropriately responded, cured, nor taken appropriate measures to attempt to cure the default, and written notice, by certified mail, of such has been delivered to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. If the Issuing Authority determines after public hearing that a continuing state of default exists, and that its cure is unlikely or untimely, Issuing Authority may determine to pursue any of the remedies available to it under law.

14.2 Revocation Of Renewal License

In the event that the License fails to comply with any material provision of the Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted, subject to the procedures of Law and the Renewal License and M.G.L. c 166A § 11, as it exists on the date hereof.

Upon revocation or termination, Issuing Authority may apply the provision of M.G.L. 166A § 5(f) and Section 627 of the Cable Act, which requires removal of the cable system.

14.3 Enforcement

Subject to applicable federal and state law, in the event the Issuing Authority, after the hearing set forth in subsection 14.1 above, determines that the Licensee is in default of any provision of the Franchise, the Issuing Authority may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.2 above.

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any stature, law or ordinance shall preclude the availability of injunctive relief or revocation remedies available under applicable laws.

14.4 Notice of Legal Action

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

14.5 No Waiver

(a) Neither failure on the part of the Issuing Authority, the Town or the Licensee to exercise nor delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall either single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

15 Miscellaneous Provisions

15.1 Force Majeure

If by reason of *force majeure* either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term *"force majeure"* as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor work actions and unavailability of essential equipment, personnel, services and/or materials beyond the reasonable control of the Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

15.2 Action of Parties

In any action by the Issuing Authority or the Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.3 Notices

a) Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of Southbridge, Town Hall, 41Elm Street, Southbridge, Massachusetts 01550, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the VP/General Manager, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606, with a copy sent to General Counsel, Charter Communications, Inc., Charter Plaza 12405 Powerscourt Drive, St. Louis, Missouri 63131, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

b) Subject to Section 15.3(a) above, all required notices shall be in writing.

c) Issuing Authority shall provide written notice within ten (10) days of Issuing Authority's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

15.4 Public Notice

Minimum public notice of any public meeting relating to this Franchise, unless otherwise provided in this License or by applicable law or regulation, shall be by publication at least twice in a newspaper of general circulation in the area at least fourteen (14) days prior to the meeting and a posting at the administrative buildings of the Issuing Authority.

15.5 Severability

If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct

and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.6 Action of Parties

In any action by the Issuing Authority or the Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.7 Administration of Franchise

. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Issuing Authority and the Licensee.

15.8 No Recourse Against The Issuing Authority

Pursuant to Section 635A (a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commission, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

15.9 Jurisdiction

All provisions in this License shall apply to the Town, the Licensee and their successors and assigns. Jurisdiction and venue over any dispute, action or suit arising from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

15.10 Entire Agreement

This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

15.11 Effective Date

The effective date of this Franchise shall be the date when both parties execute the Renewal License. This Franchise shall expire on the tenth anniversary of the Effective Date, unless extended by the mutual agreement of the parties.

Considered and approved this ___ day of _____, _____.

Town of Southbridge

_____

Christopher Clark
Town Manager

Accepted this ___ day of _____, _____, subject to applicable federal, state and local law.

Charter Communications Entertainment I, DST
l/k/a Charter Communications

Signature: _____
Steven E. Apodaca
President of Operations