

Town of Athol
Time Warner Cable
License Renewal Contract
Copy—2015

TOWN OF ATHOL
COMMONWEALTH OF MASSACHUSETTS
RENEWAL CABLE TELEVISION LICENSE

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TOWN OF ATHOL
RENEWAL LICENSE
CABLE TELEVISION SYSTEM

ARTICLE 1.

DEFINITIONS

Section 1.1: Definitions.

For the purpose of this License, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A) “Access Channel” means any video and/or audio channel made available by the Licensee without charge, in accordance with the terms and conditions of this License Agreement and the provisions of the Cable Act, to the Town for the purpose of transmitting noncommercial programming by the public; departments and agencies of the Town; and educational institutions in the Town, including, but not limited to public schools.
- B) “Access Group” or “Public Access Group” means any not for profit group however constituted, or its successor, recognized by the Issuing Authority as responsible for managing and operating Public, Educational and Governmental Access channels in the Town.
- C) “Application” means the application of the Licensee for a renewal cable television license, including the Massachusetts Form 100 and all attachments thereto.
- D) “Basic Service” means any level of cable television service that includes the retransmission of local broadcast signals, and also includes Public, Educational and Government (PEG) access channels.
- E) “Cable Act, “Cable Communications Policy Act of 1984” or “Act” means The Cable Communications Policy Act of 1984, as amended..
- F) “Cable Advisory Committee” means any committee established by the Issuing Authority to monitor and regulate, subject to approval by the Issuing Authority, the day-to-day matters concerning the Licensee’s administration and operation of its System, as well as other matters related to the License.

- G) “Cable Service” means
- (a) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and
 - (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- H) “Cable Television License, Cable License, License or License Agreement” means this Agreement between the Town of Athol and Time Warner Cable Northeast LLC (“Licensee”), authorizing the Licensee to construct, maintain and operate a Cable Television System in the Town.
- I) “Cable Television System, Cable System or System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable television service which includes video and audio programming and which is provided to multiple subscribers; and in particular the System constructed and operated in the Town in accordance with the terms and conditions of this License.
- J) “Channel” means a frequency bandwidth carrying one television signal.
- K) “Commission or Massachusetts Commission” means the Department of Telecommunications and Cable, Cable Television Division or any successor agency.
- L) “Drop” means the cable that connects a subscriber’s television to the rest of the distribution cable portion of the System.
- M) “Educational Access” means any PEG channels) allocated for use or control by qualified educational institutions within the Town and as determined by the Issuing Authority.
- N) “FCC” means the Federal Communications Commission, or any successor agency.
- O) “Force Majeure” means strikes, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions; riots, epidemics, landslides; lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts; civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.

- P) “Government Access or “Municipal Access” means any PEG access channel allocated for non-commercial use or control by the Town and the Town of Orange, including any agency thereof and as determined by the Issuing Authority.
- Q) “Gross Revenue” means revenue received by the Licensee which is derived from operation of the system for provision of cable service. including but not limited to:
- 1) All revenue received by the Licensee for cable service fees, installation and reconnection charges, and all other fees and charges collected and received by the Licensee from its Subscribers for Cable Service provided over the System;
 - 2) All revenue received by the Licensee from sale or rental of converters, remote-control units and/or any other devices for the reception of cable service made available to Subscribers for a fee of any kind;
 - 3) All revenue received by the Licensee from commercial leased access;
 - 4) All revenue received by the Licensee from pay programming or pay-per-view services;
 - 5) All revenue received by the Licensee from carriage of home shopping services carried on the System in the Town;
 - 6) All revenue received by the Licensee that is derived from carriage of advertising on Cable Services on the System in the Town;

Gross Annual Revenue shall not include:

- 1) All revenue which remains uncollected at the close of the annual term (bad debt);
 - 2) State or local sales taxes or other such taxes or fees which are imposed upon Licensee’s Subscribers by a governmental unit and collected by the Licensee for such governmental unit;
 - 3) Any license fees or assessments, other than franchise fees as defined in Section 622 of the Cable Act, which are specifically itemized on a Subscribers bill and collected incrementally from any other revenues received from Subscribers.
- R) “Issuing Authority” means the Board of Selectmen of the Town of Athol.

- S) “Institutional Network or I-Net” means a closed circuit cable operating for use by local government and schools for PEG Access programming. Until six (6) months from the Effective Date hereof, the I-Net shall continue as is under the immediately prior Renewal Franchise. Not later than six (6) months from the Effective Date hereof the I-Net shall be a fiber optic video origination network as further described in Sections 6.6 and 6.8 below and as further set forth in Exhibit 6.8. The I-Net may be extended to additional sites at municipal buildings and schools if the Town requests and pays the costs for such extension.
- T) “Interactive Service” means any cable service which offers Subscribers the capability of both receiving and transmitting signals of any kind over the System.
- U) “Interconnection” means either a physical, hardwired connection, or any interconnection via some alternative communications means, completed by the Licensee between the System in the Town and adjacent cable systems, other cable systems, state and/or federal emergency networks, higher education networks, and/or any other communications system.
- V) “Leased Channel or Leased Access” means any channel capacity on the system available for lease, pursuant to the terms of the Cable Act.
- W) “Licensee” or “Franchisee” means Time Warner Cable Northeast LLC, its lawful successors, transferees or assignees.
- X) “Pay Programming, or Premium Services” means programming delivered for a fee or charge to Subscribers on a per-channel or per-program basis, including, but not limited to, so-called “Pay-per-view” programming.
- Y) “Person” means any natural person, corporation, partnership, proprietorship or other organization.
- Z) “Prime Rate” means the rate of interest announced from time to time by the Bank of Boston as its prime rate.
- AA) “Public Access” means the right or ability of any resident of the Town, or any person affiliated with an institution in the Town, to use designated facilities, equipment and/or channel(s) of the System for non-commercial purposes, subject to applicable law and conditions or procedures established for such use by the Access Group.
- BB) “Public Property” means any real property owned by any governmental unit.

- CC) “Street” means the surface of and the space above and below, any Town-owned street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive, or any public easement or right-of-way now or hereafter held by the Town.
- DD) “Subscriber” Any person who contracts with the Licensee to lawfully receive a cable service provided by the Licensee by means of, or in connection with, the System.
- EE) “Town” means the Town of Athol, Massachusetts.

ARTICLE 2
GRANT OF AUTHORITY AND TERM OF FRANCHISE

Section 2.1: Grant of License.

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Athol, acting as the Issuing Authority of the Town, hereby grants a nonexclusive, revocable cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television system within the corporate limits of the Town of Athol.

Section 2.2: Rights and Privileges.

For the purposes of constructing, operating and maintaining a System in the Town, Licensee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets, sidewalks, bridges and other public places under the jurisdiction of the Town, such lines, cables, conductors, ducts, vaults, manholes, amplifiers, appliances, pedestals, attachments and other operating equipment as are necessary and pertinent to the operation of the System.

Section 2.3: Compliance With Applicable Laws and Ordinances.

A. This License is granted pursuant to the terms and conditions contained herein. Licensee's rights are subject to the police powers of the Town to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Licensee shall comply with all applicable general laws and ordinances enacted by the Town, in accordance with federal law and the General Laws of the Commonwealth not inconsistent with the terms of the franchise.

B. This License is granted in compliance with and subject to Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as may be amended from time to time, and all other state and federal statutes, rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Massachusetts Department of Telecommunications and Cable, Cable Television Division. Any reference herein to federal and state law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

Section 2.4: Territorial Boundary.

This License is granted for the territorial boundary of the Town of Athol.

Section 2.5: License Term.

A. This License shall be for a term of ten (10) years, commencing on the Effective Date, June 20, 2015 and terminating at the end of June 19, 2025.

B. Early termination of this License may be effected by revocation in accordance with federal and state law and the terms of this License. Such early termination shall not cause either the Licensee nor the Issuing Authority to waive any rights under applicable law.

Section 2.6: Transfer and Assignment.

A. To the extent required by M.G.L. c. 166A, sec. 7, the rights granted herein shall not be transferred or assigned by the Licensee without the prior written consent of the Town. Such consent shall not be unreasonably or arbitrarily withheld. No transfer or assignment shall become effective until the transferee or the assignee has filed with the Town its written acceptance of the terms and conditions of this License. The Issuing Authority shall schedule a public hearing on a petition to transfer this License within sixty (60) days of receipt of such a petition and shall render a decision within thirty (30) days of such hearing. Such consent shall be given only after a public hearing upon a written application, as described below. The application for transfer consent shall be signed by the Licensee and by the proposed transferee or assignee, or by their authorized representatives.

B. In considering a request to transfer control of this License, the Issuing Authority may consider, subject to applicable law, the transferee's legal, financial and technical qualifications and such other criteria as are expressly permitted by applicable law.

C. The consent or approval of the Issuing Authority to transfer, lease, assign, sublease, or mortgage the License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Property and ways or any other rights of the Town under this License.

D. The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and any State required form (such as Form 100) requesting such transfer or assignment consent.

Section 2.7: License Non-Exclusive.

The License granted herein is non-exclusive. The Issuing Authority specifically reserves the right to grant, at any time, one or more additional Licenses

for a System in accordance with state and federal law. Any such licenses shall be on substantially the same terms and conditions as contained herein. This does not necessarily require that each and every term and condition be identical, but that the benefits and burdens be essentially equivalent. The issuance of any additional license shall be subject to M.G.L. c. 166A and any licensing regulations thereunder.

Section 2.8: Issuing Authority's Right to Revoke

In addition to all other rights which the Issuing Authority has pursuant to law or equity, the Issuing authority reserves the right, after due notice and hearing as provided in M.G.L. c. 166A, Sections 11 and 19, to revoke, terminate or cancel this License in accordance with the provision of said Section 11, and/or for any material breach of the terms of the License, unless such breach is due to conditions beyond the control of the Licensee and/or any parent corporation of Licensee. In addition to, or in lieu of, said revocation, termination or cancellation, the Issuing Authority may require the Licensee to pay liquidated damages in accordance with Article 8, Section 8.4 of this License.

Section 2.9: Proceeding For Revocation Or Expiration of The License.

A. The Issuing Authority shall notify the Licensee of its intention to revoke, terminate or cancel this License. The written notice shall describe in reasonable detail the specific violation so as to afford Licensee an opportunity to remedy the violation.

B. Licensee shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the Issuing Authority may formally revoke, terminate or cancel this License, or, in lieu of such action, impose liquidated damages as herein provided. Licensee may, within fifteen (15) days of receipt of the notice, notify the Issuing Authority that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Licensee to the Issuing Authority shall stay the period described above for a period not to exceed thirty (30) days.

C. Within thirty (30) days of receipt of notice of dispute from Licensee, the Issuing Authority shall, after public notice published once each in two (2) succeeding weeks, in a newspaper of general circulation within the Town, the first such notice to be published not less than fourteen (14) days before the date of the public hearing, hear Licensee's dispute and determine whether a default or violation by Licensee has occurred. In the event the Issuing Authority determines that a default or violation has occurred, the Issuing Authority shall supplement the decision with written findings of fact.

D. If, after said hearing Licensee is found to be in default, Licensee shall then have thirty (30) days from such determination to remedy the violation or failure. At any time after that thirty (30) day period the Issuing Authority may

revoke, terminate or cancel this License and/or assess liquidated damages if Licensee has failed to remedy the violation or failure.

E. In the event this License expires and the Issuing Authority determines not to renew this License, and after all appeals have been exhausted, then the Issuing Authority and the Licensee shall implement procedures to provide for the continued operation of the System in the Town.

Section 2.10: Removal Upon Revocation, Abandonment.

Upon termination of this License by passage of time without right of renewal or otherwise, and unless Licensee renews its License for another term or Licensee transfers its license to a transferee approved by the Issuing Authority, Licensee shall at the request of the Town remove all of its above-ground attachments and wires from poles used as authorized herein, and restore such areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority may deem any such property not removed as having been abandoned. Notwithstanding the foregoing, if and to the extent federal law provides alternative procedures for disposition of the cable plant, including but not limited to sale of the system at fair market value, the Licensee may pursue such alternative procedure in lieu of removal of plant.

Section 2.11: Renewal.

This License may be renewed according to the procedural provisions of the Cable Act, M.G.L. c. 166A, and other applicable state or federal laws.

ARTICLE 3.
SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1: Residential Cable System

A. Construction Timetable/System Capabilities.

The Company currently provides and will provide throughout the term hereof a system capable of passing frequencies of not less than 750MHZ. The Company will also provide to its subscribers the benefits of advances in cable television technology taking into account the technical and economic feasibility of applying such advances to the system. Economic feasibility shall mean that the Company has a reasonable likelihood of generating a reasonable return on any necessary investment during the remaining term of the franchise, taking into account any consequent early retirement of assets.

B. Emergency Audio Alert. Licensee shall comply with federal EAS standards.

C. Service to Public Facilities. Upon request, in accordance with these provisions, Licensee shall provide free cable service to any building housing the public facilities listed in Exhibit 3.1; any other agency or department of the Town; any law enforcement or fire prevention agency; and any public primary and secondary school provided the length of the drop serving the building is no longer than two-hundred-fifty (250) feet from Licensee's System. For the purpose of this section, cable service is defined as one (1) drop with necessary wiring brought into the designated areas of each building, free of any installation charges, with a free converter connected to an existing television set if applicable, free of monthly service charges for Basic and Standard service. The actual cost of installing service requiring a drop that exceeds two-hundred-fifty (250) feet from Licensee's System, or of installing additional outlets to the interior of the building, shall be borne by the requesting party.

D. Backup and Standby Power. Licensee shall provide backup power facilities at the headend facility designed to keep the system functioning for a reasonable time if local power is lost at the headend. Standby power facilities shall also be provided at locations within the System, selected by the Licensee, to minimize outages due to localized power failures.

E. FCC Standards. The System shall be designed and installed so as to be capable of operating according to the technical standards and all applicable rules and regulations of the FCC, or any future rulemakings or standards required, or of any successor agency.

F. Safety and Technical Standards. Licensee shall at all times employ the standard of care attendant to the risks involved and shall install and maintain

commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury or nuisance to the public or employees of the Town. In addition, Licensee shall maintain adequate grounding of individual subscriber drops and all aerial or underground portions of the System plant in accordance with the Licensee's operating standards and in compliance with standard industry practice, the National Electric Safety Code, and all applicable state electrical codes.

Section 3.2: Service Area.

The initial service area, which shall not be reduced by the Licensee, shall be the corporate limits of the Town.

Section 3.3: Other Line Extension Procedures.

Residents in unserved areas of the Town, with an average density of at least twenty (20) residential dwelling units per cable mile of aerial plant or 30 residential dwelling units per cable mile of underground plant, or equivalent ratio, as measured from the nearest point of usable trunk, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations requiring underground drops or drops in excess of two-hundred (200) feet shall be considered a non-standard installation to be charged at Licensee's actual cost of installation. Service to homes not meeting the density requirements above shall be provided on a cost-of-labor-plus-materials basis.

Density per cable mile shall be computed by dividing the number of residential dwelling units in the area by the length, in miles or fractions thereof, of the total amount of aerial or underground cable necessary to make service available to the area in accordance with Grantee's system design parameters. The cable length shall be measured from the nearest point of access to the then-existing system, provided that extension is technically feasible from that point of access, and located within the Public Rights-of-Way. The total cable length shall exclude the drop cable necessary to serve individual Subscriber premises.

Line extension area shall be any area within the franchised area which does not meet the density standard of this section. Service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the area where Licensee is obligated to provide cable service without a contribution in aid of construction; P equals the minimum number of dwelling units per mile which would require the Licensee to provide service

without a contribution in aid of construction; 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.

(i) Whenever the potential subscriber located in a line extension area requests a service, the Franchisee will, within thirty (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 that may be charged. The Franchisee may require pre-payment of the contribution in aid of construction. The Franchisee will provide line extensions within ninety (90) days after all necessary agreements, easements, and pole licenses have been issued, subject to special circumstances.

(ii) The contribution in aid of construction shall be in addition to the installation rate.

Section 3.4: Tree Trimming.

Licensee shall have the authority, in coordination with the Issuing Authority, to trim trees on public property within utility easements at its own expense as it may deem necessary to protect its wires and facilities.

Section 3.5: Undergrounding.

In areas of the Town where the utilities and other services are installed underground, after the execution of this License, whether required by the Issuing Authority or not, all of Licensee's new cables and wires shall be installed underground. At such times as the utilities and other services place their existing aerial services underground, the Licensee shall likewise place its facilities underground unless earlier required to do so by M.G.L. c. 166A. Underground facilities shall be placed underground according to any Highway Department regulations or Town ordinances. Licensee shall bear the cost of placing its facilities underground to the extent other users of the rights of way are required to do so.

Section 3.6: Pedestals.

The Licensee may place active or passive devices in low-profile, above-ground pedestals, where applicable and necessary.

Section 3.7: Restoration.

Any and all Streets or public property or private property that are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by Licensee, at its expense, and restored to as good a condition as that prevailing before Licensee's work to the reasonable satisfaction of the Issuing Authority.

Section 3.8: Relocation And Temporary Building Moves.

A. For Public Works. Whenever because of public necessity or the welfare of the public generally, the Town shall elect to change or alter the grade of any street, alley, or public way, or to sell or vacate any street, alley, easement or public way, or to construct or reconstruct facilities and other public improvements, Licensee shall, after thirty (30) days prior written request from the Town, remove, relay and relocate its poles, wires, cables, conduits and other fixtures at its own expense to the extent other users of the rights of way are required to do so.

B. Temporary Relocation. Licensee shall, upon the request of the Town or any person holding a building moving or demolition permit issued by the Town, temporarily raise, lower, relay, relocate or remove its wires, cables and other facilities to accommodate the moving or demolition of the building, as the Licensee shall determine. The expense of such temporary relocation shall be paid by the person requesting the same, except in the case where the Town is moving or demolishing a building without issuing of a permit, in which case there shall be no charge, and Licensee shall have the authority to establish the reasonable cost of such changes and require such payment in advance. Licensee shall be given no less than seven (7) days advance written notice to arrange for such temporary changes.

ARTICLE 4.
OPERATIONS AND CUSTOMER SERVICE

Section 4.1: Maintenance and Complaints.

A. Licensee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible.

B. Hours of Operation. Licensee's office staff will maintain regular business office hours, from Monday through Friday. Complaints concerning billings, employee courtesy, programming, safety or Licensee's operational policies shall be handled during those hours.

C. Service Calls And Reports. Licensee shall maintain a sufficient repair force of technicians that shall respond to Subscriber complaints, loss of service, or requests for Service. All complaints shall be resolved within seven (7) days from the date of the initial complaint, to the extent possible. No charge shall be made to the Subscriber for this service, except for the cost of repairs to Licensee's equipment or facilities damaged or impaired by the Subscriber.

D. Subscriber Refunds For outages. The account of any Subscriber who requests credit for an interruption of service shall be credited a prorated share of the monthly charge for the service if said Subscriber is without service for any reason, except Subscriber inflicted damages to Licensee's equipment or impairment of service, for a period exceeding twenty-four (24) hours.

E. Service Interruption Report. The Licensee shall submit a completed copy of Commission Form 500C to the Issuing Authority, or its designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st or other such date as required by the Commission.

F. Subscriber Practices. Licensee shall have the authority to promulgate such rules, regulations, policies, prices and Subscriber practices as are reasonably necessary for its business, including installation and disconnection policies, delinquent accounts collection procedures and late penalty charges, as allowed by state laws or regulations. Upon request, Licensee shall provide to the Issuing Authority or its designee copies of all practices promulgated by the Licensee for the administration of its business as it relates to this License and maintained in writing, whether existing or hereafter promulgated. (See Exhibit 4.1.F., 207 CMR 10 - Billing and Termination of Service)

G. Customer Service Standards. Licensee shall under normal operational circumstances, furnish, render and sell cable television services in the Town to its Subscribers in a manner which conforms to FCC standards as they may

be amended from time. The FCC's current customer service standards are attached as Exhibit 4.1.G. and made a part hereof.

Section 4.2: Outage Log.

Licensee shall maintain a written or electronic log of the date, approximate time and duration of all known system interruptions (outages), whole or partial, due to causes other than routine testing and maintenance. All entries in such a log shall be maintained for a period of one (1) year and a copy shall be provided to the Issuing Authority annually, or more frequently upon request, subject to any Subscriber privacy limitations, for inspection and review.

Section 4.3: Subscriber Complaint Procedure, Report.

A. All Subscribers and members of the general public shall initially direct all complaints and inquiries regarding Licensee's service and System performance directly to the Licensee for response and resolution. In the event a complainant is not satisfied with the response or resolution offered by the Licensee, he/she may direct his/her complaint in writing to the Issuing Authority, or its designee, who shall coordinate in a timely manner with the Licensee to obtain an answer or resolution to the complaint. Upon request of either the Licensee or the complaining party, a designee of the Issuing Authority shall informally review the complaint or dispute and recommend action for resolution. Such recommendation shall not be binding on either party.

B. If a complaint or dispute cannot be resolved informally by a designee of the Issuing Authority, to the satisfaction of the Licensee or the complaining party, the matter may be referred to the Issuing Authority for hearing. The Issuing Authority shall hear the matter during a regular posted meeting, open to the public, in the presence of both parties, and shall recommend resolution.

C. The Licensee shall periodically list its business office address and publicly listed telephone number on subscriber billing notices. Licensee shall keep all written complaints it receives on file in its local business office for a minimum of one (1) year after receipt. Licensee shall submit a completed copy of Commission Form 500B to the Issuing Authority, or its designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st or such other dates as are required by the Commission. The Licensee shall record any written and verbal complaints from Subscribers on Form 500B and the manner in which the complaints have been met, including the time required to meet the complaints. The Licensee shall within ten (10) days after receiving a request therefor, send a written report to the Issuing Authority with respect to any complaint, subject to applicable consumer privacy considerations. Such report shall provide a full explanation of the complaint, finding(s) and resolution taken or planned.

Section 4.4: Broadcast Frequency Interference.

Licensee's System performance and its regular monitoring of signal leakage for the System shall be in compliance with FCC rules and regulations.

Section 4.5 Testing of the System.

A. Licensee's methods and schedules for testing of the System on an ongoing basis shall be in compliance with its standard policies and any applicable rules, regulations and procedures prescribed by the FCC. Upon request, a copy and a summary of any test results shall be provided to the Issuing Authority by the Licensee.

B. Where evidence exists that, in the reasonable determination of the Issuing Authority, cast doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and a reasonable opportunity to cure, the Issuing Authority shall have the right to require the Licensee, at Licensee's expense, to test, analyze and report on the performance of the System using the FCC standards and technical rules and regulations employed by the Licensee. The number and frequency of such tests shall be limited to one (1) test for each suspected incidence of substandard service quality. The Licensee's service quality shall be deemed adequate unless such test conclusively proves otherwise. The Licensee shall fully cooperate with the Issuing Authority in performing the tests and shall prepare the results in a report, if requested, within thirty (30) days after notice of such a request, to include but not limited to the following:

- 1) the nature of the complaint or problem precipitating the request for testing;
- 2) the system component tested and the equipment and procedures employed during the testing;
- 3) the method, if any, in which the complaint or problem was resolved; and
- 4) any other information pertaining to the tests and analysis which may be required.

If a test shows that the Company is in compliance with franchise standards, the Town shall bear the cost of such testing; if the test shows the Company is not in compliance, the Company shall bear the cost of such testing.