

**TOWN OF AUBURN**

**COMMONWEALTH of MASSACHUSETTS**

**RENEWAL CABLE TELEVISION LICENSE**

**GRANTED TO**

**CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC**

**l/k/a**

**Charter Communications**

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## **CHARTER FRANCHISE AGREEMENT**

This Franchise Agreement is between the Town of Auburn's Board of Selectmen, hereinafter referred to as the "Franchising Authority" or "Issuing Authority" and Charter Communications Entertainment I, LLC I/k/a Charter Communications, hereinafter referred to as the "Licensee."

WHEREAS, the Franchising Authority of the Town of Auburn, 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 Auburn and

WHEREAS, the Franchising 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, Franchising 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 Franchising 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. "Access Designee" shall mean the municipal instrumentality and/or nonprofit, non-municipal private corporate entity, as determined by the Issuing Authority subject to and in accordance with applicable law, to operate the Public, Educational and/or Governmental Access Channels subject to and in accordance with 47 U.S.C. 531 and the terms of this Renewal License.
2. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act.
3. "Cable Act" shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., (the "1984 Cable Act"), amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 (the "1992 Cable Act") and by the Telecommunications Act of 1996, Public Law No. 104-104.
4. "Cable Division" shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable or such successor governmental agency in accordance with applicable law.
5. "Channel": A portion of the electromagnetic frequency spectrum which is in a cable system and which is capable of delivering a television channel (as television channel is defined by the Federal Communications Commission by regulation).
6. "Educational Access" shall mean the programming, channels and facilities allocated to the Town of Auburn for educational use in accordance with this agreement and with the Cable Act.
7. "Effective Date" shall be June 28, 2013.
8. "External Cost" shall mean Costs as defined in Section 76.922(d)(2) of the FCC's regulations, as such regulations may hereafter be from time to time amended.
9. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
10. "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.
11. "Government Access" shall mean the programming, channels and facilities allocated to the Town of Auburn for governmental use in accordance with this agreement and with the Cable Act.
12. "Gross Annual Revenue" or "Gross Revenue" means all revenue allowed under the law and includes any revenue received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area including home shopping and advertising, 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.



13. "Headend" shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
14. "Issuing Authority or Franchising Authority" shall mean the Board of Selectmen of the Town of Auburn, Massachusetts, acting in its capacity as license Issuing Authority pursuant to M.G.L. c. 166A, § 1.
15. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.
16. "Leased channel or Leased Access" shall mean any Channel available for lease for programming by persons other than Licensee in accordance with the 1984 Cable Act, 47 U.S.C. 532.
17. "Licensee" shall mean Charter Communications Entertainment I, LLC I/k/a Charter Communications or its lawful successor, transferee or assignee.
18. "Pay-per-view" shall mean programming delivered for a fee or charge to Subscribers on a per-program or per day part basis
19. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.
20. "Premium Services" shall mean programming delivered for a fee or charge to Subscribers on a per-channel basis.
21. "Programming" shall mean any video, audio, or text carried over the Cable Television System
22. "Public Access" shall mean the programming, channels and facilities allocated to the Town of Auburn for public use in accordance with this agreement and with the Cable Act.
23. "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.
24. "Public Way or Street" shall include the surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, bridges, tunnels, and parkways to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this License, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those possessed by the Town.
25. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Franchise Authority as the address to which notice should be transmitted.
26. "Service Area" shall mean the geographic boundaries of the Town, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
27. "State" shall mean the Commonwealth of Massachusetts.
28. "Subscriber" shall mean any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.
29. "Subscriber Network" shall mean the 750 MHz Cable Television System to be owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.
30. "Town" shall mean The Town of Auburn, Massachusetts.

## **2 Grant of Franchise**

### **2.1 Grant**

PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984, as amended, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Auburn acting as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the municipal boundaries of the Town. Subject to the terms and conditions herein, the Issuing Authority grants to Licensee, the right to construct, upgrade, install, operate and maintain the Cable Television System in, under, over, along, across or upon the public streets, lanes, avenues, alleys, sidewalks, bridges, highways, compatible easements and other Public Ways or places within the Town or within subsequent additions thereto, for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, or redistribution of Cable Services. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and pursuant to 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.

### **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 15.12, 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) If the Town enters into any contract, license, agreement, or the like with a cable system operator, which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any differences between the License and any additional license, contract or agreement in terms of benefit to the respective cable system, including, but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; (v) any payments for the support of PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the extent that the terms of the License are less favorable and more burdensome to the Licensee than those of the provision of such subsequent or additional license, contract, or agreement when such terms are taken as a whole, the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license, contract, or agreement so that they are not on more favorable or less burdensome terms than the terms of the License or amending this License so that its terms are not less favorable or more burdensome than those of any additional license,

contract, or agreement when taken as a whole. In devising an appropriate remedy, the Town shall consider that, in certain instances, eliminating ongoing obligations after the implementing construction has been undertaken may be inadequate to provide meaningful relief.

- (c) Further to the above, Licensee agrees to engage in good faith and timely negotiations with any such holder of an additional license with the Franchising Authority using the public ways to discuss interconnection for the carriage of local PEG access channels.

## **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 Franchising Authority by-law or regulation, this Franchise will prevail, subject to the following. This Franchise is a contract and except as to those changes, which are the result of the Franchising Authority's exercise of its general police power, the Franchising 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 Franchising Authority and, to the extent applicable, such changes shall comply with the Massachusetts license amendment regulations at 207 C.M.R. §3.07.

## **2.5 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 to the extent required by state and federal law and regulations.

## **2.6 Cable Advisory Committee**

At the discretion of the Issuing Authority, the Cable Advisory Committee may be vested by the Issuing Authority with such power and authority as may lawfully be delegated.

- (a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day oversight of the Cable Television System pursuant to this License. The Issuing Authority and the Cable Advisory Committee, if so designated, shall monitor and enforce the Licensee's compliance with the terms and conditions of this License.
- (b) The Licensee shall meet with the Issuing Authority or the Cable Advisory Committee, if so designated, to review the Licensee's compliance with the License as well and to review other issues related to this License. Such meetings may be requested by the Issuing Authority, the Cable Advisory Committee, or the Licensee.

### **3 Franchise Renewal**

#### **3.1 Procedures for Renewal**

The Franchising Authority and the Licensee agree that any proceedings undertaken by the Franchising 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**

(a) 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 activities of the Licensee, its agents and contractors in the installation, operation, or maintenance of the Cable System and 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 activities of Licensee, its agents and contractors 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, provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify the Town in a manner consistent with subsection 4.1(b) below. In the event any such claim arises, the Issuing Authority 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 Issuing Authority shall cooperate fully herein. If the Issuing Authority determined in good faith that its interests cannot be represented by the Licensee, 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.

(b) In order for the Town to assert its rights to be indemnified, defended and held harmless, the Town must:

(i) provide reasonable and timely notice of any claim or legal proceeding as not to prejudice the Licensee's ability to defend the Issuing Authority or Town;

(ii) If the Licensee is obligated to defend and indemnify the Town against such claims or actions, the Licensee shall in its sole discretion control such defense, compromise or settlement or other resolution or disposition of such claim or proceeding. The Licensee agrees to make every effort to include the Town in the participation of any such compromise, settlement or other such resolution or disposition of such claim or proceeding. In the event the Town determines its interests cannot be represented in good faith by the Licensee, the Town may otherwise seek legal representation;

(iii) The Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

(c) The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, to the extent, authorized by applicable law or regulation, to intervene in any suit, action or proceeding directly relating to the provisions of this License.

### **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 Town and Franchising Authority shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

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

### **4.3 Performance Bond**

The Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of twenty thousand dollars (\$20,000.00) conditioned on the following terms:

(1) The satisfactory operation of the Cable System in accordance with the provisions of M.G.L. c. 166A §§ 5(a), (m) & (n) and this License.

(2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority and Superintendent of Streets of the Town;

(3) The slighty preservation of trees and the vegetation in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;

(4) The indemnification of the Town in accordance with M.G.L. c. 166A § 5(b);

(5) The satisfactory removal of the cable system in accordance with M.G.L. c. 166A § 5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.

(6) Substantial compliance with material terms of license

Said bond shall be a continuing obligation throughout the entire term of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

## **5 Subscriber Rights and Consumer Protection**

### **5.1 Telephone Answering Service**

(a) 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.'s requirements for service during normal business hours. See 47 Code of Federal Regulations, §76.309 (c) (4) for definition of normal business hours.

(b) Qualified customer service representatives will be available to respond to customer telephone inquiries in accordance with Section 5.1 of this License.

(c) Under normal operating conditions, telephone answer time by a customer service representative, including wait time, and the time required to transfer the call, shall not exceed 30 seconds, 90% of the time 24 hours per day, 7 days a week, as measured quarterly. In enforcing this provision, the Issuing Authority shall take into considerations any temporary special circumstance effecting the Licensee's ability to comply (such as upgrading or expansion of the call center or the deployment of advanced services requiring additional personnel training and customer education) provided always that the Licensee can show that such circumstances will result only in temporary effects upon compliance. Licensee agrees to maintain an automated call distribution system capable of monitoring compliance with this standard and shall provide the Town, upon written request, with quarterly printouts of telephone response data. For purposes of the foregoing, normal operating conditions shall be as defined in 47 Code of Federal Regulations s. 76.309.

### **5.2 Initial Installation and Service Call Procedures in Wired Areas**

(a) The Licensee shall install cable service in all areas of the Town to those residents whose homes are passed by the Cable System and who have requested service within seven (7) business days of said request for standard aerial installations and within ten (10) business days, weather permitting, of a request for underground installation, subject to Licensee's receipt of necessary permits and easements on reasonable terms and conditions.

(b) The Licensee shall specify to the Subscriber, in advance, whether said installation visit or service call will occur in a weekday morning block, weekday afternoon block, weekday evening block, or a Saturday block. Evening service visits (after 6:00 p.m.) shall be available on a scheduled basis, subject to availability and subject to safety considerations. If Licensee cannot make an appointment, Licensee shall call the Subscriber in advance to cancel. The Licensee shall give priority for next day or next "available time" installation or service appointments to Subscribers who cannot be scheduled within the aforementioned time periods. Unless caused by a Subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the installation or service call as scheduled shall require the Licensee to automatically offer a priority cable installation or service visit to the affected Subscriber at a time mutually agreeable to the Licensee and said Subscriber, but in no case later than three (3) working days following the initial installation date, or 24 hours following the service date, unless mutually agreed to otherwise by said Subscriber and the Licensee. In the event a service problem is attributable to technical problems in the Cable System but are wholly within parts of the Cable System that are not on private property, Licensee shall not require Subscribers to be at home at the time of the service call.

(c) Under normal operating conditions, the Licensee shall respond within 24 hours to service complaint calls or requests for repair service where there is a loss of picture or audio on all Channels. Under normal operating conditions, all other service complaint calls or requests for repair service shall be responded to within thirty-six (36) hours, except that Subscribers can schedule service visits beyond this time frame at the Subscriber's option. These standards shall be met in accordance with FCC standards in effect as of the execution of this License.

(d) The Licensee shall ensure that there is stand-by service personnel on call at all times after normal business hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar calls or a number of calls coming from the same area.

(e) System Outages deemed to occur upon the failure of service to five (5) or more Subscribers at or about the same time and in the vicinity of each other that are served by the same amplifier, shall be responded to immediately, twenty-four (24) hours a day by Licensee personnel. Licensee shall supply a paging number or phone number to a designee of the Issuing Authority and to the Issuing Authority, if requested, which shall not be available to the general public, and which is capable of reaching appropriate management personnel in the event that emergency repair service is needed and which is to be used only if normal Licensee lines do not allow a rapid connection to appropriate Licensee personnel. The term emergency in the foregoing sentence shall mean events involving potential injury to persons or property, or loss of service, to substantial areas. Licensee shall maintain a staff of stand-by technicians who are ready to make the necessary repairs in the event of such an emergency.

### **5.3 Subscriber Solicitation Procedures**

Licensee will provide all prospective Subscribers with complete, clear and concise written information prior to or at the time of initial installation of Cable Service and Licensee shall annually provide existing Subscribers with equivalent information, subject to applicable law. Such materials shall clearly disclose the price and other information concerning Licensee's lowest cost service. Such information shall include but not be limited to the following:

- (a) All services, rates and charges, including but not limited to deposits, if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.
- (b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.
- (c) Written information concerning known incompatibilities associated with the utilization of video cassette recorders and cable ready television sets with cable service(s), and information on the cost for hooking up VCRs and any other associated VCR costs or charges.
- (d) Written information concerning the availability of special equipment such as A/B switches and parental control devices.
- (e) Written information concerning the Licensee's privacy policies, pursuant to state and federal law.
- (f) Written information concerning steps to take in the event of loss of service; and
- (g) Any other customer service disclosures required by federal or state law.
- (h) If requested by a subscriber, Licensee shall exercise reasonable efforts to provide information relevant to use of the Cable System for hearing impaired or other disabled persons.

### **5.4 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. Subscribers shall not be billed in advance by more than a one month period except: in the case of demonstrated credit problems involving payment delinquency including more than one disconnection; seasonal situations where a greater period of advance billing is approved by the Division; or in the case of optional promotions offered by Licensee.

(b) Licensee will comply with the consumer protection regulations of the Division, 207 CMR 10.00 et seq., as amended, which regulations are incorporated herein by reference and Licensee shall comply with applicable customer service and consumer regulations promulgated by the Federal Communications Commission.



## **5.5 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.

## **5.6 Disconnected 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 including 207 CMR 10.00 et seq.

## **5.7 Response to Service Calls and Service Complaints**

(a) Licensee shall meet or exceed F.C.C. Customer Service Standards when responding to all complaint calls or requests for service.

(b) Licensee shall ensure that there are stand-by personnel on-call at all times after normal business hours.

(c) Licensee shall respond to System Outages as soon as practicable, twenty-four (24) hours a day seven (7) days a week.

(d) Nothing herein shall be construed to require Licensee to violate applicable provisions of federal and Massachusetts Law concerning Subscriber privacy.

## **5.8 Complaint Resolution Procedures**

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing and privacy disputes and complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers, and the Issuing Authority. To extent required by applicable law, the Licensee shall also have periodic insertions in its Subscribers' bills that inform Subscribers of such complaint procedures.

(b) The Licensee shall, in normal operating conditions, promptly respond to all Subscriber complaints, but in any event within thirty-six (36) hours of receipt of any such complaints except as otherwise provided herein Section 5.8(d). The term "normal operating conditions" shall be defined in accordance with F.C.C. customer service standards, 47 C.F.R. s. 76.309 (c) (4).

(c) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee, provided said Subscribers make a good faith effort to comply with the Licensee's procedures specified in paragraph (a) above for the resolution of complaints.

(d) In the event that the Issuing Authority finds a pattern of multiple unresolved Subscriber complaints, the Licensee shall implement appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

(e) Licensee acknowledges that for a matter to be defined as a complaint for purposes of reporting complaints to the Issuing Authority on state-prescribed complaint reporting forms, Licensee shall comply with the definition of complaint under applicable law.

## **5.9 Change of Service**

Upon notification by a Subscriber to disconnect or downgrade a Basic or Premium Service, the Licensee shall cease and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date.

## **5.10 Employee and Agent Identification Cards**

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to show an employee photo-identification card issued by the Licensee and the employee shall display such card or make it visible by wearing same regardless of whether there is a request for display of the card.

## **5.11 F.C.C. Customer Service**

The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309), however compliance with telephone response standards shall be subject to the following. Both parties agree that the telephone response times are at times unrealistic in light of the Licensee's increased services and resultant increase in average talk time. The Licensee shall make all reasonable efforts to comply with the 30 second response-time standard but shall under no circumstances be held in non-compliance under this or any subsequent License based upon the telephone response standard as set forth in the F.C.C. Customer Service Standards (47 C.F.R. § 76.309(c)), however licensee shall comply with a sixty second standard in lieu of said thirty second standard. 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.

## **5.12 Protection of Subscribers Privacy**

(a) Licensee will comply with all privacy provisions of applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code, Section 2520. The Licensee shall be responsible for carrying out and enforcing the Cable Television System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy. The Licensee shall notify all third parties who offer cable services in conjunction with the Licensee, or independently over the Cable Television System, of the Subscriber privacy requirements contained in this Renewal License.

(b) At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Licensee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

(c) In accordance with Section 631 of the Cable Act, Licensee and its agents or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address unless required by law. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the Subscriber by name and address and Licensee shall abide by this request.

## **5.13 Remote Control Devices, Converters/Receivers, VCR/DVR/Cable Compatibility, A/B Switch, and Parental Control**

(a) Licensee shall allow Subscribers to purchase remote control devices from parties other than the Licensee and to utilize remote control devices, which are compatible with the converter installed by Licensee. Licensee shall not charge for the remote device or for use of a remote device when Subscriber has purchased and uses his/her own

remote control, however converter charges shall be in accordance with F.C.C. regulations. Licensee shall also allow Subscribers to purchase their own compatible tuning converters/receivers that are not designed for descrambling/decoding and are subject to Licensee's retaining power to prohibit Subscriber converters/receivers from circumventing signal scrambling/decoding.

(b) In order to assist Subscribers who own "cable-ready" VCR/DVRs to interconnect such VCR/DVRs with their "cable-ready" television sets, and to assist Subscribers in the interconnection of non-cable-ready VCR/DVRs and television sets, Licensee shall provide assistance to said Subscribers concerning same. Upon request, Licensee shall make available one (1) "A/B switch" at cost, if needed, and a splitter to each such Subscriber, at cost, to facilitate such interconnection. Licensee shall notify Subscribers about the availability of such "A/B" switch on an annual basis in accordance with Massachusetts consumer notification requirements. Use of such an A/B switch and splitter will allow any Subscriber with a cable-ready VCR/DVR to record any Channel while viewing an unscrambled Channel, or vice-versa, without the need of a second converter.

(c) Licensee shall not charge an additional outlet fee for VCR/DVRs connected to a Cable Service primary outlet when said VCRs do not have separate converters.

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

(e) The Licensee shall provide Subscribers, upon request and at the published equipment rate, with traps to control the reception of any Channels on the Cable Television System, or with a digital receiver capable of controlling such reception.

(f) Licensee shall not remove any television antenna of any Subscriber but shall, at cost, offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception

#### **5.14 No Discrimination.**

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

#### **5.15 Notification of Service Procedures**

The Licensee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Licensee's name, address and local telephone number. Licensee shall give the Franchising Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

#### **5.16 Information With Respect To Viewing Habits and Subscription**

In accordance with Section 631 of the Cable Act, Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as permitted by law. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is prohibited by applicable law or is otherwise impractical.

