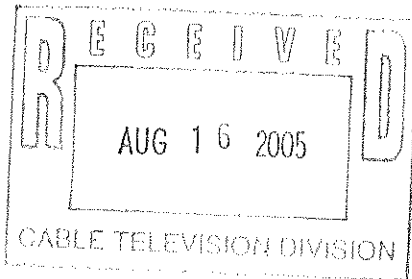


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EFFECTIVE DATE: 9-15-04  
EXPIRATION DATE: 9-15-14



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**TOWN OF BARRE**

**COMMONWEALTH of MASSACHUSETTS**

**RENEWAL CABLE TELEVISION LICENSE**

**GRANTED TO**

**CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC**  
**d/b/a**  
**Charter Communications**

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## CHARTER FRANCHISE AGREEMENT

This Franchise Agreement is between the Town of Barre, hereinafter referred to as the "Issuing Authority" and Charter Communications Entertainment I, LLC d/b/a Charter Communications, hereinafter referred to as the "Licensee."

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 is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, 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 Issuing Authority and Licensee agree as follows:

### SECTION 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.

- A. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act
- B. "Board/Council" shall mean the Board of Selectmen, the governing body of the Town of Barre.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

- D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. "Issuing Authority" shall mean the Board of Selectmen of Barre.
- F. "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.
- G. "Licensee" shall mean Charter Communications Entertainment I, LLC d/b/a Charter Communications or its lawful successor, transferee or assignee.
- H. "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) unrecovered bad debt; and (3) any PEG or I-Net amounts recovered from Subscribers.
- I. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.
- J. "MDTE or division" The Massachusetts Department of Telecommunications and Energy, Cable Television Division, established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.
- K. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.
- L. "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 high school, and high school.
- M. "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 Issuing Authority as the address to which notice should be transmitted to it.
- N. "Service Area" shall mean the geographic boundaries of the Issuing Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto..

- O. "State" shall mean the Commonwealth of Massachusetts.
- P. "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..
- Q. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The Issuing Authority franchise hereby grants to the Licensee a nonexclusive Franchise which authorizes the Licensee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal, State or local law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of 10 years, commencing on the Effective Date of this Franchise as set forth in subsection 15.16, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

**2.3 Franchise Requirements For Other Franchise Holders.** In the event that the Issuing Authority grants one (1) or more franchise(s) or similar authorizations, for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the Cable System, it shall not make the grant on more favorable

or' less burdensome terms. If said other franchise(s) contain provisions imposing lesser obligations on the company(s) thereof than are imposed by the provisions of this Franchise, Licensee may petition the Issuing Authority for a modification of this Franchise. The Licensee shall be entitled, with respect to said lesser obligations to such modification(s) of this Franchise as to insure fair and equal treatment by this Franchise and said other agreements.

In the event that a non-franchised multichannel video-programming distributor provides service to the Service Area, the Licensee shall have a right to request Franchise amendments that relieve the Licensee of burdens that create a competitive disadvantage to the Licensee. In requesting amendments, the Licensee shall file a petition seeking to amend the Franchise. Such petitions shall:

1. Indicate the presence of a non-franchised competitor(s);
2. Identify the basis for Licensee's belief that certain provisions of the Franchise place Licensee at a competitive disadvantage;
3. Identify the burdens to be amended or repealed in order to eliminate the competitive disadvantage.

The Issuing Authority shall not unreasonably withhold granting the Licensee's petition.

**2.4 Police Powers and Conflicts with Franchise.** 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. Any changes to this Franchise must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this Franchise and any Issuing Authority ordinance or regulation, this Franchise will prevail.

**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.

**2.6 Cable Advisory Committee.** The Issuing Authority may appoint a Cable Advisory Committee to advise policy, mediate complaints and monitor ongoing matters concerning the construction, operation, rebuild, maintenance and administration of the Cable Television System, and other matters related to this License and the operation of the Cable System, subject to the Issuing Authority's ultimate authority and approval as set forth in Chapter 166A of the General Laws of Massachusetts, applicable State and Federal regulations relating to this License. The

Cable Advisory Committee may deal with consumer complaints; render advice on programming and services offered by the Licensee and recommend rules governing use of equipment and access channels by the public. It may also provide and gather information regarding the public's interest in cable participation and make recommendations for establishing guidelines to encourage the use of the access channels.

### **SECTION 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.

### **SECTION 4**

#### **Indemnification and Insurance**

**4.1 Indemnification.** The Licensee shall, by acceptance of the Franchise granted herein, defend the Issuing Authority, 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 or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Issuing Authority, 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, provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify the Issuing Authority within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the

Issuing Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Issuing Authority or for the Issuing Authority's use of the Cable System, including any PEG channels.

In order for the Town to assert its rights to be indemnified, defended or held harmless, the Town must:

- (i) Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
- (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.

#### **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.)   | [\$3,000,000] General Aggregate     |
| Auto Liability including coverage<br>on all owned, non-owned<br>hired autos Umbrella Liability | [\$1,000,000] per occurrence C.S.L. |
| Umbrella Liability   | [\$2,000,000] per occurrence C.S.L. |

- B. The Issuing 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 Issuing 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-five thousand dollars (\$25,000) conditioned on the following terms:

- (1) The satisfactory completion of the installation and 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 sightly 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.

## **SECTION 5**

### **Service Obligations**

**5.1 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.

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



## **SECTION 6**

### **Service Availability**

**6.1 Service Area.** The Licensee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per mile as measured from Licensee's closest existing Cable System plant; provided, however, that (i) all such homes are on Public Ways or Private Ways where Cable Service is available on the Effective Date of this License, or are located on Public Ways; (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 Service to New or Previously Unserved Single Family Dwellings.** The Licensee shall offer Cable Service to all new homes or previously unserved single dwellings located within 150 feet of Licensee's feeder cable at its published rates for standard Installation. Larger aerial drops and underground drops shall be priced based on cost in excess of 150 feet.

**6.3 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 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.

**6.4 VCR/Cable Compatibility.** In order to assist Subscribers who own "cable-ready" VCRs to interconnect such VCRs with their "cable-ready" television sets, and to assist Subscribers in the interconnection of non-cable-ready VCRs and television sets, the Licensee has prepared instructional materials and shall, upon request, provide one (1) "A/B switch" and a splitter to each such Subscriber, at cost, to facilitate such interconnection. Use of such an A/B switch and splitter will allow any subscriber with a cable-ready VCR to record any channel while viewing an unscrambled channel or vice versa, without the need of a second converter. The simultaneous viewing of one (1) scrambled channel and taping of another scrambled channel requires a "second set" converter and applicable monthly charges.

## **SECTION 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 times 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.

**7.6 Performance Evaluations.** The Issuing Authority shall at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the effective date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with sixty (60) days, advance written notice of such performance evaluation session.

**7.7 Right of Inspection.**

- a) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times on reasonable notice to Licensee. Licensee shall have the right to be present at any inspection. Any such inspection shall not interfere with the Licensee's operations.
- b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least seven (7) days prior notification to the Licensee of its intention to conduct any testing.

## **SECTION 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. In the event that the Issuing Authority or any agency thereof for the placement of cable underground or the movement of cable reimburses any telephone or electric utilities, Licensee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

**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 ordinary 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 Public Ways.** Licensee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance, and subject to the approval of the Town's Department of Public Works, which shall not be unreasonably withheld.

**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.** Licensee or its designee shall coordinate with the proper Town department to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.8 Relocation for the Issuing Authority.** The Licensee shall, upon receipt of reasonable advance written notice, to be not less than thirty (30) 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 fifteen (15) business day in the event of a temporary relocation and no less than ninety days (90) 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 will comply with all federal and state Emergency Alert System ("EAS") requirements.

**8.12 Removal or Abandonment.** Upon termination of the Final License by passage of time or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the public ways and places and shall restore all areas to their original condition, normal wear and tear excepted.

If such removal is not completed within twelve (12) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

## **SECTION 9**

### **Service And Rates**

**9.1 Offices and Phone.** The Licensee shall maintain a publicly listed, or toll free, customer service number for the general purpose of servicing customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. Licensee may elect to contract with another business located in Barre for bill payment and customer information.

**9.2 Customer service.** Licensee shall make every reasonable effort to comply with the FCC's Customer Service Obligations codified at 47 CFR 76.309, as they may be amended from time to time. To ensure such compliance, the Licensee shall maintain sufficient customer service representatives ("CSRs") to comply with said regulations. In enforcing this provision, the Issuing Authority shall take into consideration any temporary special circumstance affecting 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. Notification of said temporary circumstances shall be given by certified mail thirty (30) days before its commencement; temporary circumstances shall not exceed ninety (90) days in duration unless Licensee shall provide additional written notice to the Issuing Authority

by certified mail that explains why the temporary circumstance is extended beyond the above period.

**9.3 Notification of Service Procedures.** The Licensee shall furnish each Subscriber prior to service being installed, written instructions that clearly set forth information concerning all service and rates, additional charges, and the procedures for making inquiries or complaints, including the Licensee's name, address and local telephone number. Licensee shall give the Issuing Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**9.4 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.

**9.5 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.

**9.6 Installation.**

a) Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said Subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and will make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 A.M. to 5:00 P.M. weekdays).

b) Licensee shall be responsible for picking up and changing converters at Subscriber's request at no additional charge where such converter changeout is initiated by Licensee to provide additional channels that have become available as a result of Licensee's expansion of channel capacity. In order to improve service, Licensee reserves the right to offer Subscribers the option of bringing converters in to a Licensee office for drop-off or exchange themselves.

**9.7 Discount Program.** All rates for residential service shall be published, non-predatory and non-discriminatory, although discounts may be made available to qualified Subscribers, based on need, or through bulk accounts. All Subscribers who are receiving a senior citizen/handicapped head of household discount as of the effective date of the renewal license will continue to receive the same discount. For those individuals who become cable subscribers following the execution date of this License the following shall be the criteria for receiving the senior citizen discount: sixty-five years of age or older and Head of Household and a recipient of one of the following: Medicaid, Governmental fuel assistance, Supplemental Social Security Income (SSI), V.A. benefits or a recipient of senior citizen tax abatements, and any categories mutually agreed upon.. If the applicant qualifies, he/she shall receive 10% on the Basic Tier only. The discount shall not apply to packages. Those residents already receiving this benefit shall continue to do so without having to recertify their status as senior citizen and/or disabled. 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.

**9.8 Parental Control.**

- a) Upon request, and at no separate additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.
- b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

**9.9 Billing And Termination Procedures.** Licensee will comply with the regulations of the Division, 207 CMR 10.00 et seq., as those regulations may be amended from time to time, and will inform all prospective Subscribers of complete information about billing and collection procedures, procedures for ordering changes in or termination of services, refund policies, before consummation of any agreement for installation of service. Licensee will follow all applicable laws and regulations regarding billing disputes.

**9.10 Polling By Cable.**

- a) Licensee shall obtain the approval of the Issuing Authority prior to polling any and all subscribers in the Town, and the Issuing Authority may not unreasonably withhold its approval.



- b) No poll or ( ) or upstream response of a Subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

**9.11 Information With Respect To Viewing Habits And Subscription.** 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 required by law.

**9.12 Subscriber's Right To Inspect And Verify Information.**

- a) Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that Licensee maintains regarding said Subscriber.
- b) A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.
- c) A Subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to Licensee's General Manager.

**9.13 Monitoring.** Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities in writing any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between

a Subscriber or commercial use and any third party, except as required for lawful business purposes Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

**9.14 Employee Identification Cards.** All of Licensee's employees, including repair and sales personnel, entering private property will be required to show an employee photo-identification card.

**9.15 Technical And Customer Service Staff Levels.** Licensee will employ sufficient service technicians and customer service representatives to meet its obligations under this License.

**9.16 Subscriber Education Seminars.** The Licensee shall, no more frequently than once a year, and upon request by the Issuing Authority, participate in a seminar or symposium organized by the Issuing Authority to educate Subscribers about cable programming and technology. The Licensee shall be available to explain what programming services it is currently offering and to demonstrate how its equipment can be used in conjunction with home video products such as videocassette recorders and remote control devices.

**9.17 Licensee's Surveys.** In the event the Licensee surveys the Barre Subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon the request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary. In the event the Issuing Authority wishes to conduct its own cable television related survey of Subscribers, Licensee shall, following an opportunity to consult and meet with the Town concerning said survey, and with not less than one hundred twenty day notice, include such survey in a mailing to Subscribers at no charge to the Town. Such survey shall be for purposes of surveying matters pertaining to cable-related services including but not limited to program services and customer service. Such survey shall not be implemented more than once in every 36-month period and Issuing Authority shall share results of the survey with Licensee.

**9.18 Remote Control Devices.** The Licensee shall allow its Subscribers to purchase, own utilize and program, from legal and authorized parties other than the Licensee, remote control devices that are compatible with the converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers from third parties.

**9.19 Credit for Service.** Pursuant to 207 CMR and other applicable law, 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. Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use.

**9.20 Voluntary Disconnection of Service.** Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Request for disconnection may be either in writing or via telephone call. If a telephone call is made, Licensee shall provide subscriber with a confirmation number, if requested. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a Subscriber. Licensee shall pick up equipment in a timely manner, not more than seven (7) days after disconnection.

## **SECTION 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, and reported to the Issuing Authority.
- c) 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 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 Affiliation Person. The Licensee herein agrees that no such taxes, fees or charges shall be used

as offsets or credits against the License Fee payments.

**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 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 license fee under this License.

**10.4 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 annual rate of two percent over the prime interest rate. The period of limitation for recovery of any license fee payable hereunder shall be three (3) years from the date on which payment by the Licensee was due.

## **SECTION 11**

### **Transfer of Franchise**

**11.1 License Transfer.** The License granted hereunder shall not be transferred or assigned, without the prior written 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 License or Cable System to secure indebtedness. Within thirty (30) days of receiving a request 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 after receiving such request, consent by the Issuing Authority shall be deemed given. The transfer, if any, of this Final License shall be subject to and in accordance with 207 CMR 4.0 et seq.

**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.

## **SECTION 12**

### **Records, Reports And Maps**

**12.1 Reports Required.** Upon the request of the Issuing Authority, the Licensee shall promptly submit to the Town any non-proprietary information regarding the (1) Licensee, its business and operations with respect to the Cable System, and/or (2) any Affiliated Person (s), with respect to the computation of Gross Annual Revenues, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Final License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Final License.

**12.2 Records Required.**

The Licensee shall at all times maintain:

- a) A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- b) 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 any and all records as is reasonably necessary to ensure Licensee's compliance with the License. Such notice shall specifically reference the subsection of the License 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 to maintain any books and records for License 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 the Licensee makes 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 License, or for any other reason, it shall advise Licensee in writing and 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 Subscriber complaint Forms.** The Licensee shall annually submit a completed copy of Division Form 500 to the Issuing Authority, or its designee, reporting complaints and service interruptions, no later than two (2) weeks after it is submitted to the Cable Division, or if not required by or submitted to the Division, on a regular annual basis. The Licensee shall record written and verbal complaints from its Subscribers on said Form 500 to the extent required by applicable law or the Division.

**12.5 Individual Complaint Reports.** Licensee shall, within ten (10) days after receiving a written request therefor, send a written report to the Issuing Authority with respect to any written complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

### **SECTION 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 service, without charge, to municipal schools, police and fire stations, municipal libraries, and other municipal buildings specifically contained in the Addendum attached to this document or 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 Service without charge to newly constructed or newly occupied municipal or public school buildings provided the drop is aerial and does not exceed 150' in length.

**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. The Issuing Authority shall hold the Licensee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by subsection 13.1 above. The Licensee shall not be required to provide an outlet to any such building where a standard drop of more than 150 feet is required, unless the Issuing Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

**13.3 PEG Access Channels.** The Licensee shall make available sufficient bandwidth for three (3) channels for PEG access-programming use, subject to sufficient demand and need for such channels. At no time shall there be less than one PEG channel made available to the Issuing Authority. 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. Licensee shall not move or otherwise relocated the channel locations of the PEG Access channels without advanced, written notice to the Issuing Authority. The PEG Access channels shall be maintained, managed and coordinated by the Issuing Authority or its designee. Licensee shall, within twelve months of execution of the final license, provide the Issuing Authority with a character generator or computer graphics and updating services as required.

**13.4 Public, Educational And Governmental Access Equipment/Facilities Fund And Annual Grant.** The Licensee shall provide, upon written request, a one-time cash payment to the Town's special PEG Access account of up to forty thousand dollars (\$40,000) to be used to purchase, lease, and/or improve PEG Access equipment and facilities. Said payment shall be made no later than ninety (90) days after the said request.

In no case shall said payment be counted against the annual PEG Access payment infra or any License Fee required infra or any other fees or payments required by law. This annual grant shall be considered as an external cost for the purposes of rate regulation and shall be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement.

For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority for PEG operations and related purposes in the amount of ten thousand dollars (\$10,000) directly to a special PEG Account, not the general fund. Said amount shall be

increased 3% each year during the term of the license. The first such annual cash grant under this License will be made not later than March 31, 2005. Thereafter the Licensee shall make all subsequent annual cash grants no later than March 31 of each year with a final payment on or before March 31, 2014.

**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. Licensee shall monitor the public, educational and government access channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels, provided, however, that Issuing Authority acknowledges that the Licensee is not responsible for the production quality of actual programming. Upon written request, Licensee shall make available a copy of its most recent performance tests required by the FCC.

**13.6 Access Cablecasting.** The Licensee shall provide, at its sole cost and expense, one (1) modulator and one (1) processor to the Town to ensure that such PEG access programming can be transmitted as required herein.

**13.7 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.

**13.8 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.

**13.9 Basic Service And Other Services.** It is the Licensee's intention to provide a Basic Service which shall initially include at least all programming currently included in the basic service, which list may be modified at Company's discretion at any time with notice and at all times in accordance with applicable law.

**13.10 Leased Channel Access.** Pursuant to the Cable Act, Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.



## **SECTION 14**

### **Enforcement Or Revocation**

**14.1 Notice of Violation.** If the Issuing Authority believes that the Licensee has not complied with the terms of the License, the Issuing Authority shall first, through the Cable Advisory Board, informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem, the Issuing Authority shall notify the Licensee in writing of the exact nature of the alleged noncompliance.

**14.2 Licensee's Right to Cure or Respond.** The Licensee shall have thirty (30) days from receipt of the notice described in subsection 14.1 to (i) respond to the Issuing Authority, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Issuing Authority of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Licensee fails to respond to the notice received from the Issuing Authority pursuant to the procedures set forth in subsection 14.2, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Issuing Authority shall provide the Licensee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Issuing Authority in a newspaper of general circulation within the Issuing Authority in accordance with subsection 15.5 hereof.

**14.3 Revocation/Termination.** This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of Massachusetts General Law 166A, Section 4, or any other rights available to the Licensee.

Prior to revocation or termination of the Franchise, the Issuing Authority shall give written notice to the Licensee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Licensee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the

noncompliance. The Licensee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Issuing Authority has not received a satisfactory response from Licensee, it may then seek to revoke the Franchise at a public hearing. The Licensee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the hearing, the Board shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Licensee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Licensee. The Licensee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*.

## **SECTION 15**

### **Miscellaneous Provisions**

**15.1 Force Majeure.** If due to *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 State 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 actions and unavailability of essential equipment, services and/or materials beyond the 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.

Furthermore, the parties hereby agree that it is not the Issuing Authority's intention to subject the Licensee to penalties, fine, forfeitures or revocation of the License for violations of the License where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the License territory, or where strict performance would result in practical difficulties and hardship to the Licensee which outweighs the benefit to be derived by the Issuing Authority and/or Subscribers.

**15.2 Action of Parties and Applicability of License.** 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. All of the provisions in this License shall apply to the Town, the Licensee, and their respective successors and assigns.

**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, P.O Box 697, 40 West Street, Barre, Massachusetts 01005*, 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 *General Manager, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606*, with a copy sent to *L. Jamison, Sr. Vice President of Operations, Northeast Division, Charter Communications, 11 Commerce Road, Newtown, Connecticut 06470* and *Vice President, Government Affairs and Franchise Relations, 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.

**15.4 Public Notice.** Licensee shall, upon request of the Issuing Authority within 30 days of the execution of this License, print and distribute, a maximum of fifteen (15) copies of the License. Minimum public notice of any public meeting relating to this License shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) 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 License 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 License.

**15.6 Captions.** The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

**15.7 Removal of Antennas.** Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber and maintain an adequate switching device to allow said Subscriber to choose between cable and non-cable television reception.

**15.8 Subscriber Television Sets.** To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

**15.9 Jurisdiction.** Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or other competent court or agency, 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 arising in connection with the entry of such judgment.

**15.10 Acts or Omissions of Affiliates.** During the term of the License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the License.

**15.11 License Exhibits.** The Exhibits to this License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this License.

**15.12 Warranties.** The Licensee warrants, represents and acknowledges that, as of the Effective Date of this License:

- a) The Licensee is duly organized, validly existing and in good standing under the laws of the State of Delaware;
- b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, has obtained any necessary authorization of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this License, to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;
- c) This License is enforceable against the Licensee in accordance with the provisions herein; and
- d) There is no action or proceeding pending or threatened against the Licensee which would interfere with its performance of this License.

**15.13 No Recourse Against The Issuing Authority.** Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority or its officials, boards, commissions, agents, or employees other than in instances of the Issuing Authority's willful negligence, criminal acts or breach of contract for any loss, costs, expenses or damage arising out of any provision or requirements of this Renewal License or because of enforcement of this Renewal License except as otherwise expressly provided for herein..

**15.14 Town's Right Of Intervention.** The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving this License, or any provision in this License.

**15.15 Entire Agreement.** This License 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 License. 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.



Addendum to Section 13.1

Henry Woods Building

Henry Woods Public Library

Town Hall

DPW Building

Quabbin Regional High School and Middle School

Ruggles Lane Elementary School

Stetson School

Senior Center

Fire Department

Barre Rescue Squad

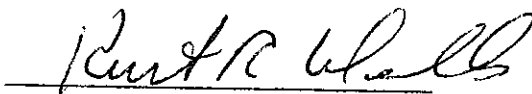
Grandview Terrace Community Room

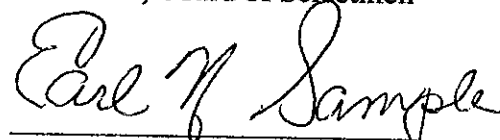


**Effective Date.** The effective date of this License is September 15, 2004 pursuant to the provisions of applicable law. This License shall expire on 15 September, 2014, unless extended by the mutual agreement of the parties.

Considered and approved this 15<sup>th</sup> day of September, 2004.

**Town of Barre**

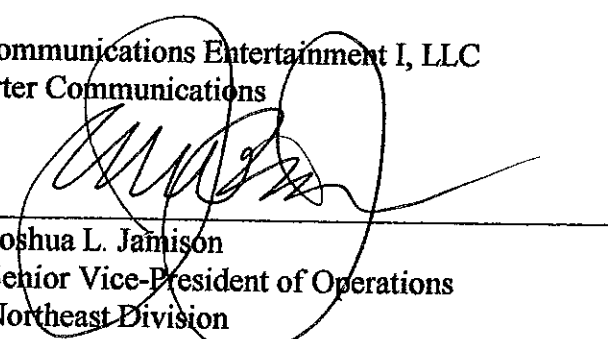
  
Chairman, Board of Selectmen

  
Member, Board of Selectmen

  
Member, Board of Selectmen

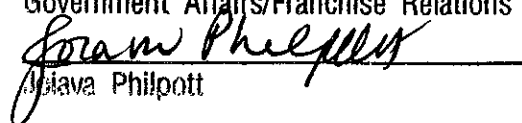
Accepted this 2<sup>nd</sup> day of November, 2004, subject to applicable federal, state and local law.

Charter Communications Entertainment I, LLC  
d/b/a Charter Communications

Signature: 

Joshua L. Jamison  
Senior Vice-President of Operations  
Northeast Division

Reviewed by:  
Charter Communications Corporate  
Government Affairs/Franchise Relations

  
Melava Philpott