
TOWN OF BELCHERTOWN

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

SPECTRUM NORTHEAST, LLC

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CHARTER FRANCHISE AGREEMENT

This Franchise Agreement is between the Town of Belchertown, hereinafter referred to as the "Issuing Authority" and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc., hereinafter referred to as the "Licensee."

WHEREAS, the Issuing Authority of the Town of Belchertown, 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 Belchertown and

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

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

WHEREAS, having afforded the public adequate notice and opportunity for comment, Issuing Authority desires to enter into this License 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 License renewal;

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

1 Definition of Terms

1.1 Terms

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

1. "Affiliate or Affiliated Person" shall mean another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
2. "Cable Act" shall mean Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended, 47 U.S.C. §§ 521, et. seq. by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
3. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act
4. "Cable Division" shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable
5. "Drop or Cable Drop" shall mean the cable that connects each home or building to the feeder line of the Cable System.
6. "Execution date" and "Effective date" shall mean the date when Licensee executes the License.
7. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto
8. "Franchise" or "License" shall mean the non-exclusive rights granted pursuant to this franchise to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.
9. "Gross Revenue" means any revenue calculated in accordance with generally accepted accounting principles ("GAAP") and received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Licensee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) un-recovered bad debt; and (3) any Franchise Fee, PEG or I-Net amounts recovered from Subscribers.
10. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.
11. "Issuing Authority" shall mean the Selectboard of Belchertown.
12. "Licensee or Franchisee" shall mean Spectrum Northeast, LLC or its lawful successor, transferee or assignee.
13. "License Fee or Franchise Fee" shall mean the payments to be made by the Licensee to the Town of Belchertown, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G. L. Chapter 166A.
14. "Multichannel Video Programming Provider (MVPP)" As defined by the FCC, any provider of multiple channel video service to the home, including but not limited to, Cable Television Service, direct broadcast

satellite service ("DBS"), multi-channel multi-point distribution service ("MMDS"), and Open Video Service ("OVS").

15. "PEG" shall mean the acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
16. "PEG Access Channels" shall mean any channel(s) made available for the presentation of PEG Access Programming.
17. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.
18. "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.
19. "Public Way or Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Service Area, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System..
20. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as Licensee has designated to the Issuing Authority as the address to which notice should be transmitted to it.
21. "Renewal License" shall mean the non-exclusive Cable Television Renewal License granted to the Licensee by this instrument. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
22. "Signal" shall mean any transmission of electromagnetic or optical energy which carries Programming from one location to another.
23. "State" shall mean the Commonwealth of Massachusetts.
24. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.
25. "Town" shall mean the Town of Belchertown, Massachusetts.
26. "Trunk and Distribution System" shall mean that portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

2 Grant of Franchise

2.1 Grant

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Selectboard as the Issuing Authority of the Town of Belchertown, Massachusetts ("Town"), shall grant a non-exclusive renewal Cable Television License to Spectrum Northeast, LLC ("Licensee") authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the Town of Belchertown, Massachusetts. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of Cable Division, the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

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

2.2 Term

The License and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this License as set forth in subsection 15.12, unless otherwise lawfully terminated in accordance with the terms of this License.

2.3 Franchise Requirements For Other Franchise Holders.

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

(b) The Issuing Authority agrees that any grant of additional franchises, licenses, consents, certificates or other authorizations by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way, shall require that services be provided for the same territorial area of the Grantor as required by this License and shall be competitively neutral and not be on terms and conditions (including, without limitation, the service area, PEG capital grants and the franchise fee obligations) more favorable or less burdensome to the Person(s) of any such additional franchise, licenses, certificates or other authorizations, than those which are set forth herein.

2.4 Police Powers and Conflicts with License

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 License and any Issuing Authority ordinance or regulation, this License will prevail. This License is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the Issuing Authority may not take any unilateral action, which materially changes the explicit mutual promises in this contract. Nor may the Licensee take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this License and any Issuing Authority ordinance, by-law or regulation, this License will prevail.

2.5 Removal or Abandonment

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

2.6 Cable System Franchise Required

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

3 Franchise Renewal

3.1 Procedures for Renewal

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

4 Indemnification and Insurance

4.1 Indemnification

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

4.2 Insurance

A. The Licensee shall maintain throughout the term of the License 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 non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L. on all owned, \$3,000,000.00, per occurrence C.S.L.
Umbrella Liability	

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 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 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.

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 nor any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

4.4 Notice of Cancellation or Reduction of Coverage

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

5 Subscriber Rights And Consumer Protection

5.1 Customer Service Hours and Telephone Response Service

The Licensee shall maintain a publicly listed toll-free telephone number for subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C. definition of normal business hours, see 47 Code of Federal Regulations, §. 76.309(c) (4). The Licensee shall at all times comply with FCC Customer Service regulations found at 47 CFR §76.309 et. Seq., as they currently exist and as they may from time to time be amended.

5.2 Initial Installation And Service Call Procedures In Wired Areas

The Licensee shall provide Cable Service to those residents whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within seven (7) business days of receipt of the request and deposit for standard aerial installations, provided that such request for service involves a standard installation. In arranging appointments for cable installation work or service calls, the Licensee shall make its reasonable best efforts to specify to the resident, in advance, whether installation or service will occur in the morning or afternoon hours. The Licensee shall make reasonable efforts to install or perform service at times convenient to residents..

5.3 Subscriber Solicitation Procedures

The Licensee shall provide all prospective Subscribers with complete, clear and concise written information concerning all services and rates upon solicitation or prior to, or at the time of, installation of cable service. Such sales materials shall clearly and conspicuously disclose the price and other information concerning the Licensee's lowest cost service tier, prices of optional and Premium Services, privacy policies, availability and price of equipment and billing practices. Nothing herein shall be otherwise construed to limit, restrict or prevent Licensee from marketing, promoting or offering any services provided hereunder in accordance with applicable law.

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.

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

5.5 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.

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 service interruptions promptly and in no event later than 24 hours after the interruption has become known.

(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 law, the Licensee shall establish a procedure for resolution of billing disputes and other 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.

(i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps, if any, taken by the Licensee.

(b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes that are both specific and similar, brought by Subscribers arising from the operations of the Licensee, provided said Subscribers have made good faith effort to comply with the procedures specified in Section 5.7(a) above for the resolution of complaints.

(c) In the event that the Issuing Authority finds a pattern of multiple specific and similar unresolved subscriber complaints, the Issuing Authority may request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

5.9 Change Of Service

To the extent required by 207 CMR 10.06, 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 Remote Control Devices

To the extent such devices are commercially available, the Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

5.11 Employee And Agent Identification Cards

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

5.12 Protection Of Subscribers Privacy

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

5.13 Parental Control

Upon request, the Licensee shall provide customers with the capability to control the reception of any channel on the Cable System. The parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

5.14 Equal Employment Opportunity

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

5.15 No Discrimination.

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

5.16 Subscriber's Right to Inspect and Verify Information

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The 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 the Licensee's customer service personnel. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

5.17 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 Issuing Authority thirty (30) days prior notice of any rate increases, channel lineup or other changes as required by law.

6 Service Availability

6.1 Service Area

(a) The Licensee shall continue to operate and maintain a Cable System, which in no case shall be less than 750 Megahertz (Mhz), and which shall offer a full range of services and equipment, taking into account appropriate economic circumstances and feasibility and customer demand. The Licensee shall make Cable Service distributed over the Cable System available to all residents of the Town where there is a minimum density of at least twenty (20) residences per mile as measured from the Licensee's nearest accessible tie-in point on its Trunk and Distribution System, within seven (7) days of a request; provided, however, that (i) all such homes are on the Public Way or a private way (ii) such Public Ways or private ways can be accessed by the Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that the Licensee is required to obtain easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to the Licensee on reasonable terms and conditions.. Nothing herein shall be construed to preclude the 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 density standard. The 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 by with applicable law or regulation.

(b) All future line extensions and developments shall be built within six (6) months of notification from the Town or developer of the availability of access to poles for aerial construction, or within six (6) months of written notification from the Town or developer of the availability of access to a joint trench in underground areas. Where said notification is not provided to the Licensee or when a developer does not make joint trenches available in underground areas, such line extensions and developments shall be built within six (6) months after the roads within said line extensions or developments are accepted as Public Ways; provided, however, that in the case of underground construction, the six (6) month requirement shall not apply where the Town or State has a "road-cut moratorium" in place, or with respect to both aerial and underground construction, when homes are not expected to be occupied within the next six (6) months. , subject to Force Majeure provisions.

6.2 Standard Drops

A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than hundred fifty feet (150') of the Licensee's trunk and distribution system. Longer aerial drops and underground drops, where there is existing conduit in place, greater than one hundred fifty feet (150') shall be priced based on additional actual costs incurred in the installation.

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 thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Licensee.

6.4 Commercial Establishments

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

7 Construction and Technical Standards

7.1 Compliance with Codes

Licensee shall construct and maintain a minimum 750 MHz Cable System in accordance with applicable technical standards and standards generally observed by the cable television industry. During the term hereof, the Licensee shall comply with all applicable FCC statutes, regulations and standards, including those relating to the quality of signals transmitted over the Cable System. The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with applicable law, which may include the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code of the National Fire Protection Association, the National Cable Television Association Safety Manual, the rules and regulations of the FCC and the MDTC, building and zoning codes, and land use restrictions as the same exist or may be amended hereafter. The Licensee shall resolve any conflicts between said codes in accordance with applicable law and regulations.

7.2 Construction Standards and Requirements

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

7.3 Safety

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

7.4 Network Technical Requirements

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

7.5 Performance Monitoring

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

8 Conditions on Street Occupancy

8.1 General Conditions

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

8.2 Underground Construction

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

8.3 Permits

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

8.4 System Construction

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

8.5 Restoration of Streets

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

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

8.6 Removal in Emergency

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

8.7 Tree Trimming

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

8.8 Relocation for the Issuing Authority

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

8.9 Relocation for a Third Party

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

8.10 Reimbursement of Costs

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

8.11 Emergency Use

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

8.12 Private Property

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

8.13 Reservation of Rights

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

8.14 "DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

9 Rates, Charges And Programming

9.1 Rate Regulation

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

9.2 Continuity of Service

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

9.3 Credits For Service Interruption

To the extent required by G.L. c. 166A, § 5(l) and 207 CMR, Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. Pursuant to 207 CMR, if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR.

9.4 Publication And Non-Discrimination

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

9.5 Basic Service

The Licensee shall provide a Basic Service to all Subscribers in the Town if required by applicable law.

9.6 Programming

Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of programming currently carried on the cable system. Pursuant to federal law, all programming decisions are at the sole discretion of the Licensee, and such programming may be modified or subject to change from time to time at Company's sole direction in accordance with applicable law.

10 Franchise Fee

10.1 Amount of Fee

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

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

10.2 Payment of Fee

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

10.3 Other Payment Obligations and Exclusions

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

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

10.4 Accord and Satisfaction

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

10.5 Limitation on Recovery

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

11 Transfer of Franchise

11.1 Franchise Transfer

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

11.2 Transfer to Affiliates

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

12 Records, Reports, Tests And Maps

12.1 Reports Required

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

12.2 Records Required

The Licensee shall at all times maintain all records required by and according to State and FCC regulations including but not limited to:

- 1). A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- 2). A full and complete electronic set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records

Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice to examine during normal business hours and on a non-disruptive basis any and all records as is reasonably necessary to ensure Licensee's compliance with the 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 by this Renewal License 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 such are deemed proprietary or confidential by applicable law or regulation and the Licensee make the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

12.4 Annual Performance Tests

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

(b) Upon written request, the above tests shall be submitted to the Issuing Authority, or its designee(s).

12.5 Quality Of Service

The Licensee shall comply with all applicable FCC Signal Quality and Signal Strength regulations.

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate

with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same. Such report shall include:

- (1) The nature of the Complaint or problem, which precipitated the special tests;
- (2) The system component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such Complaint/problem was resolved; and
- (5) any other information pertinent to said tests and analysis, which may be required.

13 Community Programming

13.1 Service to Schools and Buildings

Upon written request of the Issuing Authority and subject to applicable law, the Licensee shall provide one (1) Subscriber Network Drop, one (1) Outlet with Basic Service, and one (1) Converter, without charge, to the municipal schools, police and fire stations, municipal libraries, and other municipal buildings specifically designated in writing by the Issuing Authority in Exhibit A. In addition, upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, and one (1) Converter and Basic Service without charge to newly constructed or newly occupied municipal or public-school buildings capable of being served by a Standard Installation. The Issuing Authority or its designee shall be responsible for the additional cost of a non-standard installation – an aerial installation in excess of one hundred fifty feet (150') feet from the Licensee's feeder cable, and an underground installation from the Licensee's feeder cable - based on additional actual costs incurred in the installation.

13.2 Limitations on Use

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

13.3 Public, Educational and Government Access Channels

The Licensee shall make available to the Issuing Authority or its designee(s) three (3) channels for PEG access-programming use. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Channels to be maintained by Licensee and signal quality must be maintained within FCC standards applicable to PEG channels.

13.4 Public, Educational And Governmental Access Annual Fund

(a) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority for PEG Access operations in the amount of 4.5% (four- and one-half percent) of the gross previous year's gross revenue directly to a special PEG Access Account, not the Town's general fund. The first such annual payment shall be made no later than one calendar year after the Execution date of this License. Thereafter the Licensee shall make all subsequent annual PEG Access payments no later than March 31st of each year. This payment may be passed through to subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

(b) The Issuing Authority or its Access Coordinator shall prepare an annual report for the preceding calendar or fiscal year which describes how the annual PEG Access Support payment was spent, and what amount remained unspent at the end of the calendar year. This report shall be provided to the Licensee upon written request.

13.5 Equipment Ownership And Maintenance

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

13.6 Editorial Control

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

13.7 Access Coordinator

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

13.8 Access Channel Origination

- a) The PEG Channel origination network shall be operated by the town in compliance with the System Technical Specifications found in FCC Part 76, Subpart K, 76.601 et seq. In the event that there are technical problems with the PEG Channel origination network, the Licensee and the Issuing Authority shall negotiate, in good faith, a resolution of any such problems.
- b) The PEG Channel origination network shall be interconnected with the Subscriber Network in order that signals originating from PEG Channel origination points can be sent upstream and then delivered downstream to Subscribers.
- c) The Licensee shall continue to provide and maintain all necessary processing equipment as of the Effective Date in the Cable System headend and/or hub site in order to receive upstream channels from the PEG Access Channel origination network and deliver them to the designated downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment, however, Licensee shall continue to be responsible for providing and maintaining the equipment for access channel use as provided as of the expiration of the prior License.

14 Enforcement Or Revocation

14.1 Determination Of Breach

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

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

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

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

14.2 Revocation Of Renewal License

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

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

14.3 Enforcement

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

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

(b) Commence an action at law for monetary damages or seek other equitable relief; or

(c) In the case of a default of a material provision of the License, seek to revoke the License itself in accordance with subsection 14.2 above.

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

14.4 Notice of Legal Action

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

14.5 No Waiver

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

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

15 Miscellaneous Provisions

15.1 Force Majeure

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

15.2 Action of Parties

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

15.3 Notices

a) Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Selectboard, Town of Belchertown, Town Hall, 511 Main Street, Belchertown, Massachusetts 01827-4371, 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 Director, Government Affairs, Charter Communications, 301 Barber Avenue, Worcester, Massachusetts 01606, with a copy sent to Vice President, Local Government Affairs & Franchising, Charter Communications, Inc., 601 Massachusetts Avenue N.W., Suite 400W, Washington, DC 20001, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

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

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

15.4 Public Notice

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

15.5 Severability

If any section, subsection, sentence, clause, phrase, or portion of this 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 Action of Parties

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

15.7 Administration of License

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

15.8 No Recourse Against The Issuing Authority

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

15.9 Jurisdiction

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

15.10 Entire Agreement

This 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.

15.11 Changes In Cable Television Technology

On the third anniversary dates of the effective date of this Licensee, upon request of the Issuing Authority, Licensee and the Issuing Authority shall meet to discuss technological developments in the cable television industry.

15.12 Effective Date

The effective date of this Franchise shall be the date upon which the Licensee executes the Renewal License. This Franchise shall expire on the tenth anniversary of the Effective Date, unless extended by the mutual agreement of the parties.

Considered and approved this 6th day of May, 2024

Town of Belchertown



Town Manager

Accepted this 2nd day of July, 2024, subject to applicable law.

Spectrum Northeast, LLC

By: Charter Communications, Inc., its Manager

Signature: 
Paul Abbott, VP, Local Govt Affairs & Franchising

Exhibit A

FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly basic Cable TV at no charge:

Town Hall	2 Jabish St.
Center School	14 Maple St.
Cold Spring Primary School	57 South Main St.
Finnerty House	1 South Main St.
Nursery 1 School	State St.
Nursery 2 School	State St.
Swift River School	State St.
Chestnut Hill Middle School	55 State St.
Jabish Brook Middle School	62 North Washington St.
Fire Dept.	North Main St.
Recreation Dept.	28 Park St.
EMS	9 East Walnut St.
Police Dept. (new)	State St.
Senior Center (new)	State St.
Town Library	19 South Main St.
Water Treatment Facility	George Hannum Rd.
Dept. of Public Works	290 Jackson Rd.
Belchertown High School	Springfield rd.