

EFFECTIVE DATE: 10-31-12

~~EXPIRATION DATE: 10-30-22~~

TOWN OF BRIMFIELD

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

I/k/a

Charter Communications

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CHARTER FRANCHISE AGREEMENT

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

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

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

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

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

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

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

1 Definition of Terms

1.1 Terms

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

1. "Affiliate or Affiliated Person" shall mean another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
2. "Cable Act" shall mean Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended, 47 U.S.C. §§ 521, et. seq. by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
3. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act
4. "Cable Division" shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable.
5. "Drop or Cable Drop" shall mean the cable that connects each home or building to the feeder line of the Cable System.
6. "Effective Date" or "Execution Date shall mean the date when both parties execute the License.
7. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto
8. "Franchise" or "License" shall mean the non-exclusive rights granted pursuant to this franchise to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.
9. "Franchise Fee" shall mean the payments made by the Licensee to the Town under Section 13.4(b) of this License.
10. "Gross Revenue" means any revenue received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Licensee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) un-recovered bad debt; and (3) any Franchise Fee, PEG or I-Net amounts recovered from Subscribers.
11. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.
12. "Issuing Authority" shall mean the Board of Selectmen of Brimfield.
13. "Licensee or Franchisee" shall mean Charter Communications Entertainment I, DST I/k/a Charter Communications or its lawful successor, transferee or assignee.
14. "License Fee" shall mean the payments to be made by the Licensee to the Town of Brimfield, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G. L. Chapter 166A.
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 the 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.
22. "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.
23. "Signal" shall mean any transmission of electromagnetic or optical energy which carries Programming from one location to another.
24. "State" shall mean the Commonwealth of Massachusetts.
25. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.
26. "Town" shall mean the Town of Brimfield, Massachusetts.
27. "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 Board of Selectmen as the Issuing Authority of the Town of Brimfield, Massachusetts ("Town"), shall grant a non-exclusive renewal Cable Television License to Charter Communications Entertainment I, LLC ("Licensee") a Delaware Corporation established for such purpose, authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the Town of Brimfield, 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 Brimfield 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 Brimfield Department of Public Works regulations, or governing applicable law or bylaw.

2.2 Term

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

2.3 Franchise Requirements For Other Franchise Holders.

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

(b) The Issuing Authority agrees that any grant of additional franchises or licenses by the Issuing Authority to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way, shall require that services be provided for the same territorial area of the Issuing Authority as required by this Franchise and shall be competitively neutral and not be on terms and conditions (including, without limitation, the service area, PEG capital grants and the franchise fee obligations) more favorable or less burdensome to the Person(s) of any such additional franchise or licenses, than those which are set forth herein. In the event federal, state or local law, rules or regulations are amended, modified or created that have the lawful effect of modifying the terms and conditions of this Franchise during the Term or any extension thereof, then the parties shall modify this Franchise in such a way that is mutually agreeable to both parties.

2.4 Police Powers and Conflicts with Franchise

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

2.5 Removal or Abandonment

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

2.6 Cable System Franchise Required

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

3 Franchise Renewal

3.1 Procedures for Renewal

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

4 Indemnification and Insurance

4.1 Indemnification

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

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

4.2 Insurance

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

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$2,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$3,000,000] per occurrence C.S.L.

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

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

D. The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions;

(ii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State;

(iii) Contractors and subcontractors shall carry, in full force and effect, the same insurance coverage in the minimum amounts required herein;

(iv) The coverage amounts set forth above may be met by a combined single limit where applicable or with a combination of underlying and umbrella policies, so long as in combination the limits equal or exceed those required herein;

(v) All policies, except for the worker's compensation policy shall list the Town of Brimfield and its respective officials, officers, employees, representatives and agents as additional insureds;

(vi) Charter's insurance carriers shall endeavor to provide thirty (30) days prior written notice of policy cancellation to (Town). Cancellation notice will be provided for any reason other than non-payment of premium and requires the Town to provide Charter a valid contact name and e-mail address (with any changes to the contact name or e-mail address being the responsibility of the Town);

(vii) The Licensee shall be responsible for all deductibles;

(E) Neither the requirements for insurance contained in this Section, nor the payment of any insurance proceeds for said insurance policy shall limit or be construed to limit the liability of the Licensee pursuant to this Renewal License.

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 (\$25,000.00) 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 Highway Superintendent of the Town;

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

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

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

(6) Substantial compliance with material terms of license

This bond may be terminated or cancelled by Surety by thirty (30) days prior notice in writing to Principal and to Obligee at the end of the term of the current License or earlier if the bond can be terminated due to a change in state or federal law. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. No claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within (12) months after the effective date of any termination or cancellation of this bond. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

The performance bond shall be in place and effective throughout the term of the Renewal License, including the time for removal of all of the Cable System facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction,

maintenance, operation and/or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 14.1 herein.

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

4.4 Reporting

The Licensee shall submit to the Issuing Authority copies of all up-to-date certificates concerning (a) all insurance policies as required herein; and (b) the performance bond as required herein, upon request or upon the occurrence of any material changes to their terms.

5 Subscriber Rights And Consumer Protection

5.1 Telephone Answering Service

(a) The Licensee shall comply with all applicable FCC Customer Service Regulations. To ensure such compliance, the Licensee shall maintain sufficient customer service representatives ("CSRs") to comply with said regulations;

(b) After normal business hours, the Licensee shall maintain sufficient CSRs to handle Subscriber emergencies; and

(c) All after-hours telephone calls regarding outages shall be acted upon promptly. The Licensee shall restore service in affected areas as reasonably soon as possible under the circumstances.

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 such installation or service will occur in the morning or afternoon hours. The Licensee shall make reasonable efforts to install or perform service calls at times convenient to residents, including times other than 9:00 a.m. to 5:00 p.m. weekdays, with service windows of four (4) hours or less. Failure to install within seven (7) business days, or to make a service call as scheduled, without just cause or resident fault, shall require the Licensee to automatically offer a priority cable installation or service call to the affected resident at a time mutually agreeable to the Licensee and such affected resident, but in no case later than three (3) business days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

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) Billing procedures shall be as follows:

(i) The Licensee shall bill all Subscribers to its Cable Service(s) in a uniform, non-discriminatory manner in accordance with applicable statutes and regulations, including 207 CMR §10.00 *et seq.*

(ii) The Licensee shall provide all Subscribers with an itemized bill that contains, at a minimum, the following information:

- a list of each service or package received for the particular billing period;
- the rate or charge for each service or package received;

- the period of time over which said services are billed; and
- the total charges for the monthly period separate from any previous balance due;

(iii) The Licensee shall detail to Subscribers that portion of the monthly cable bill allocated to License Fees, PEG Access costs, PEG funding or other applicable, lawful costs, in accordance with applicable law(s) and regulation(s).

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. The Licensee shall, in accordance with applicable law, notify the Issuing Authority, by certified mail, not less than thirty (30) days prior to the effective date of the change notwithstanding the above. 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 Disconnection and Termination Of Cable Services

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

5.7 Response to Service Calls and Service Complaints

(a) The Licensee shall use its best efforts to respond to all Complaint calls or requests for repair service during regular business hours as soon as practicable and shall make a good faith attempt to respond on the same day to all such service complaints or requests for service that are received by 3:00 p.m. Under normal operating conditions as defined by FCC regulations requests for service shall be responded to within 24 hours unless other time is agreeable to both parties. The Licensee shall also make reasonable efforts to respond to requests for repair service at times other than 9:00 a.m. to 5:00 p.m. weekdays, if regular business hours are not convenient for the subscriber.

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

(c) The Licensee shall respond to system outages as soon as practicable, twenty-four (24) hours a day.

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

(e) In arranging appointments for service calls, the Licensee shall specify to the Subscriber, in advance, whether said visit or service call will occur on the appointed day, or in the appointed morning, or in the appointed afternoon, or in the appointed early evening, with service windows of four (4) hours or fewer, and use its reasonable best efforts to complete its service calls as scheduled. Unless caused by a Subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the service call as scheduled shall require the Licensee to automatically offer a priority service visit to the affected Subscriber at a time mutually agreeable to the Licensee and said Subscriber, but in no case later than three (3) business days following the initial service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee.

5.8 Complaint Resolution Procedures

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing and privacy disputes and complaints by Subscribers. The Licensee shall provide to all Subscribers, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services. Resolution of billing disputes may involve the Issuing Authority and the Cable Division pursuant to applicable laws, including 207 CMR §10.07.

(b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any complaint or dispute 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 4.7(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

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

5.10 Employee and Agent Identification Cards

All of 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 and display an employee photo identification card issued by the Licensee.

5.11 F.C.C. Customer Service Standards

The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309(c)) under normal operating conditions. The Issuing Authority shall, upon written request, receive a quarterly report of the Licensee's telephone statistics in order to measure the Licensee's compliance with said Customer Service Standards. Should the Issuing Authority, in writing, request clarification of the Licensee's telephone report, the Licensee shall respond to the Issuing Authority in writing and, upon invitation by the Issuing Authority, subsequently attend a meeting to review said report and advise the Issuing Authority what measures are being employed by the Licensee to comply with FCC Customer Service.

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).

5.13 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. Such parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said converter in accordance with applicable law(s).

5.14 Non-Discrimination

(a) The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of law and/or regulation, relating to nondiscrimination through the terms of this Renewal License.

(b) The Licensee shall be an equal opportunity employer and adhere to all applicable federal, State and/or local laws and regulations regarding employment and employment discrimination, including but not limited to all FCC regulations with respect to equal employment requirements applicable to Cable Television Systems.

5.15 Notification of Service Procedures

The Licensee shall furnish each Subscriber at the time Cable 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 telephone number. The Licensee shall give the Issuing Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

5.16 Subscriber's Rights 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 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 General Manager.

6 Service Availability

6.1 Service Area

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

6.2 Standard Drops/Line Extension

- (a) Installation costs shall conform with the 1992 Cable Act, and regulations thereunder. Any dwelling unit within 300 aerial feet of the Cable System distribution plant shall be entitled to a standard installation rate, and the additional costs associated with completing installations located more than 300 feet from the Cable System distribution plant shall be charged to the Subscriber, after provision of a written itemization, on a cost of labor and materials basis only.
- (b) the Licensee will provide service to all areas with an average of 20 homes per aerial mile or greater without contribution in aid of construction by subscribers; In cases of a request for service not meeting the above criteria, the Franchisee will extend service to prospective subscribers who are willing to contribute to the cost of construction in accordance with the formula $C/LE - CA/P = SC$ where C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area; P equals the minimum number of dwelling units per mile which would require the Franchisee to provide service in the primary service area; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution-in-aid of construction in the line extension area.
- (c) Whenever a potential subscriber located in a line extension area requests service, the Franchisee shall, within 30 days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution-in-aid of construction. During a three year period commencing with initiation of service to a particular line extension, a pro-rated refund shall be paid to previous subscribers of said extension as new subscribers are added to the extension. The amount of such refund, if any, shall be determined by application of the SC formula each time a new subscriber is added. The refunds shall be paid annually to subscribers, or former subscribers entitled to receive them.

6.3 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

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

7.2 Construction Standards and Requirements

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

7.3 Safety

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

7.4 Network Technical Requirements

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

7.5 Performance Monitoring

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