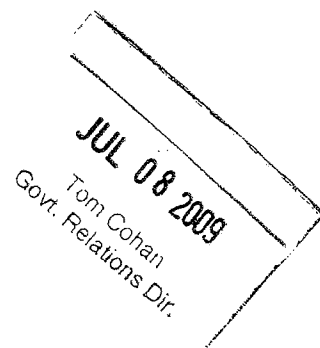




**TOWN OF CHARLTON
OFFICE OF THE TOWN ADMINISTRATOR
37 Main Street
Charlton, MA 01507**

www.townofcharlton.net

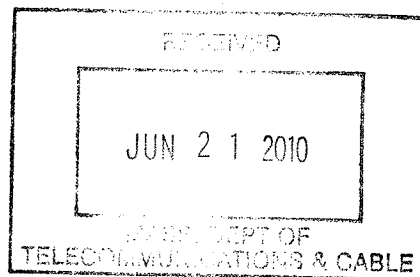
Phone (508) 248-2206
Fax (508) 248-2374



Robin L. Craver, Town Administrator
robin.craver@townofcharlton.net

July 7, 2009

Charter Communications
95 Higgins St.
Worcester, MA 01606
Attn: Thomas P. Cohan
Director of Government Relations



Dear Mr. Cohan:

Please find enclosed one fully executed Cable Television License Renewal agreement between the Town of Charlton and Charter Communications for your records.

The Board of Selectmen voted to approve said license at their meeting of June 30, 2009 which will be the effective date of this contract renewal.

As indicated in your letter, please forward the Insurance Certificate and Bond as soon as possible to my attention as well as the first payment of Seventy Thousand Dollars (\$70,000) (See page 27, Section 6.6 – Support payment for PEG Access) and the one time cash payment in the amount of One Hundred and Five Thousand Dollars (\$105,000.00). (See page 28, Section 6.7 – Peg Access Equipment / Facilities Funding), no later than sixty (60) days from the effective date of this renewal license which is June 30, 2009.

Thank you for your assistance through this process.

Sincerely,

Robin L. Craver
Town Administrator

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, DST

THE BOARD OF SELECTMEN

TOWN OF CHARLTON,

MASSACHUSETTS

TABLE OF CONTENTS

TABLE OF CONTENTS	1
Section 1.1---DEFINITIONS	9
Section 2.1---GRANT OF RENEWAL LICENSE	14
Section 2.2---TERM OF RENEWAL LICENSE	14
Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE	15
Section 2.4---POLICE AND REGULATORY POWERS	15
Section 2.5---REMOVAL OR ABANDONMENT	16
Section 2.6---TRANSFER OF THE RENEWAL LICENSE	16
ARTICLE 3	17
Section 3.1---SUBSCRIBER NETWORK	17
Section 3.2---EMERGENCY ALERT SYSTEM	17
Section 3.3---PARENTAL CONTROL CAPABILITY	17
ARTICLE 4	18
Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS	18
Section 4.2---LINE EXTENSION PROCEDURES	18
Section 4.3---LOCATION OF CABLE TELEVISION SYSTEM	19
Section 4.4---UNDERGROUND FACILITIES	19
Section 4.5---NEW DEVELOPMENT UNDERGROUND	19
Section 4.6---TREE TRIMMING	19
Section 4.7---RESTORATION TO PRIOR CONDITION	20
Section 4.8---TEMPORARY RELOCATION	20
Section 4.9---DISCONNECTION AND RELOCATION	20
Section 4.10---SAFETY STANDARDS	20
Section 4.11---PEDESTALS	21
Section 4.12---PRIVATE PROPERTY	21
Section 4.13---RIGHT TO INSPECTION OF CONSTRUCTION	21
Section 4.14---CONSTRUCTION MAP	21
Section 4.15---SERVICE INTERRUPTION	21
Section 4.16---COMMERCIAL ESTABLISHMENTS	22

Section 4.17---"DIG SAFE"	22
ARTICLE 5	23
SERVICES AND PROGRAMMING	23
Section 5.1---BASIC SERVICE	23
Section 5.2---PROGRAMMING	23
Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE	23
Section 5.4---CONTINUITY OF SERVICE	23
Section 5.5---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS	23
ARTICLE 6	25
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT	25
Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS	25
Section 6.2---PEG ACCESS PROGRAMMING	25
Section 6.3---ACCESS PROVIDER	25
Section 6.4---PEG ACCESS CHANNELS	26
Section 6.5 -- PEG ACCESS CHANNELS ORIGINATION CAPABILITY	26
Section 6.6--- SUPPORT PAYMENTS FOR PEG ACCESS	27
Section 6.7---PEG ACCESS EQUIPMENT/FACILITIES FUNDING	28
Section 6.8---LICENSEE-OWNED PEG ACCESS/LO EQUIPMENT	28
Section 6.9---RECOMPUTATION	29
Section 6.10---PEG ACCESS CHANNELS MAINTENANCE	29
Section 6.11---CENSORSHIP	29
ARTICLE 7	30
LICENSE FEES	30
Section 7.1---LICENSE FEE PAYMENTS	30
Section 7.2---PAYMENT	30
Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	30
Section 7.4---LATE PAYMENT	31
Section 7.5---RECOMPUTATION	31
Section 7.6---AFFILIATES USE OF SYSTEM	31
Section 7.7---METHOD OF PAYMENT	32

ARTICLE 8	33
RATES AND CHARGES	33
Section 8.1---RATE REGULATION	33
Section 8.2---NOTIFICATION OF RATES AND CHARGES	33
Section 8.3---PUBLICATION AND NON-DISCRIMINATION	33
Section 8.4---CREDIT FOR SERVICE INTERRUPTION	33
Section 8.5---SENIOR AND HANDICAPPED CITIZEN DISCOUNTS	34
ARTICLE 9	35
INSURANCE AND BONDS	35
Section 9.1---INSURANCE	35
Section 9.2---PERFORMANCE BOND	35
Section 9.4---INDEMNIFICATION	36
ARTICLE 10	38
ADMINISTRATION AND REGULATION	38
Section 10.1---REGULATORY AUTHORITY	38
Section 10.2---NONDISCRIMINATION	38
Section 10.3---EMERGENCY REMOVAL OF PLANT	38
Section 10.4---REMOVAL AND RELOCATION	38
Section 10.5---INSPECTION	39
Section 10.6---JURISDICTION AND VENUE	39
ARTICLE 11	40
DETERMINATION OF BREACH	40
LICENSE REVOCATION	40
Section 11.1---DETERMINATION OF BREACH	40
Section 11.2---REVOCATION OF THE RENEWAL LICENSE	41
Section 11.3---TERMINATION	41
Section 11.4---NOTICE OF LEGAL ACTION	41
Section 11.5---NON-EXCLUSIVITY OF REMEDY	41
Section 11.6---NO WAIVER-CUMULATIVE REMEDIES	41
ARTICLE 12	43
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	43

Section 12.1---CUSTOMER SERVICE OFFICE FOR CHARLTON	43
Section 12.2---TELEPHONE ACCESS	43
Section 12.3--INSTALLATION VISITS-SERVICE CALLS- RESPONSE TIME	43
Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS	45
Section 12.5--BUSINESS PRACTICE STANDARDS	45
Section 12.6---COMPLAINT RESOLUTION PROCEDURES	45
Section 12.7---REMOTE CONTROL DEVICES	46
Section 12.8---EMPLOYEE IDENTIFICATION CARDS	46
Section 12.9---PROTECTION OF SUBSCRIBER PRIVACY	46
Section 12.10---PRIVACY WRITTEN NOTICE	47
Section 12.11---MONITORING	47
Section 12.12---DISTRIBUTION OF SUBSCRIBER INFORMATION	48
Section 12.13---POLLING BY CABLE	48
Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS	48
Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION	48
Section 12.16---PRIVACY STANDARDS REVIEW	49
ARTICLE 13	50
REPORTS, AUDITS AND PERFORMANCE TESTS	50
Section 13.1---GENERAL	50
Section 13.2---FINANCIAL REPORTS	50
Section 13.3---IN-HOUSE TELEPHONE REPORTS	50
Section 13.4---ANNUAL PERFORMANCE TESTS	50
Section 13.5---QUALITY OF SERVICE	51
Section 13.6---DUAL FILINGS	51
Section 13.7---INVESTIGATION	51
ARTICLE 14	52
EMPLOYMENT	52
Section 14.1--- EQUAL EMPLOYMENT OPPORTUNITY	52
Section 14.2---NON-DISCRIMINATION	52
ARTICLE 15	53

MISCELLANEOUS PROVISIONS	53
Section 15.1---ENTIRE AGREEMENT	53
Section 15.2---CAPTIONS	53
Section 15.3---SEPARABILITY	53
Section 15.4---ACTS OR OMISSIONS OF AFFILIATES	53
Section 15.5---RENEWAL LICENSE EXHIBITS	53
Section 15.6---WARRANTIES	54
Section 15.7---FORCE MAJEURE	54
Section 15.8---APPLICABILITY OF RENEWAL LICENSE	54
Section 15.9---NOTICES	55
Section 15.10---NO RECOURSE AGAINST THE ISSUING AUTHORITY	55
Section 15.11---TOWN'S RIGHT OF INTERVENTION	55
Section 15.12---TERM	56
EXHIBITS	57
EXHIBIT 1	57
PROGRAMMING AND INITIAL SIGNAL CARRIAGE	57
EXHIBIT 2	58
FREE DROPS AND BASIC MONTHLY SERVICE	58
TO PUBLIC BUILDINGS AND SCHOOLS	58
EXHIBIT 3	59
207 CMR 10.00	59
BILLING AND TERMINATION OF SERVICE	59
10.01: Billing Practices Notice	59
10.02: Services, Rates and Charges Notice	59
10.03: Form of Bill	60
10.04: Advance Billing and Issuance of Bill	61
10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service	61
10.06: Charges for Disconnection or Downgrading of Service	61
10.07: Billing Disputes	62
10.08: Security Deposits	62
EXHIBIT 4	63

FCC CUSTOMER SERVICE OBLIGATIONS	63
EXHIBIT 5	67
MASSACHUSETTS CABLE DIVISION FORM 500	67
SIGNATURE PAGE	69

EXHIBITS

Programming	Exhibit 1
Free Drops and Monthly Service to Public Buildings and Schools	Exhibit 2
207 CMR 10.00	Exhibit 3
FCC Customer Service Obligations	Exhibit 4
Cable Division Form 500	Exhibit 5

A G R E E M E N T

This Cable Television Renewal License entered into this 30th day of June, 2009, by and between Charter Communications Entertainment I, DST ("Charter"), a Delaware corporation, and the Board of Selectmen of the Town of Charlton, Massachusetts, as Issuing Authority for the renewal of cable television license(s) pursuant to M.G.L. c. 166A.

W I T N E S S E T H

WHEREAS, the Issuing Authority of the Town of Charlton, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Charlton;

WHEREAS, the Issuing Authority conducted public hearings, pursuant to Section 626 of the Cable Act, on January 29, 2008 and February 26, 2008, to (1) ascertain the future cable related community needs and interests of Charlton, and (2) review the performance of Charter during its current renewal license term;

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current Renewal 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, representatives of the Issuing Authority and the Licensee negotiated the terms and conditions of a new renewal license in good faith.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

- (1) Access: The right or ability of any Charlton resident and/or any persons affiliated with a Charlton institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel: A video channel which the Licensee shall make available to the Issuing Authority of Charlton and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) Access Provider: The entity, as designated by the Issuing Authority from time to time, responsible for the provision of Public, Educational and Governmental Programming to Charlton Cable Television Subscribers.
- (4) Affiliate or Affiliated Person: Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- (5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.
- (6) CMR: The acronym for Code of Massachusetts Regulations.
- (7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

(9) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services.

(10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(15) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(16) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(17) Effective Date of the Renewal License (the "Effective Date"): The date that the Issuing Authority approved and executed the Renewal License, which date is _____, 2009.

(18) FCC: The Federal Communications Commission, or any successor agency.

(19) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority for use by, among others, those Persons and/or the Access Provider wishing to present non-commercial governmental programming and/or information to the public.

(20) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; all Pay Cable and Pay-Per-View revenues; all video-on-demand Cable Services; fees paid on all Subscriber fees ("Fee-on-Fee"); installation, reconnection, downgrade, upgrade and any similar fees; interest earned on Subscriber fees and/or

charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals,

and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(21) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(22) Highway Department: The Highway Department of the Town of Charlton, MA.

(23) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a fiber node or microwave link or transportation super trunk.

(24) Issuing Authority: The Board of Selectmen of the Town of Charlton, Massachusetts.

(25) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(26) License Fee: The payments to be made by the Licensee to the Town of Charlton, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(27) Licensee: Charter Communications Entertainment I, DST ("Charter") or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(28) Normal Business Hours: Those hours during which most similar businesses in Charlton are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(29) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(30) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(31) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(32) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(33) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(34) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

(35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(36) Person: Any provider, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(37) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(38) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for use by, among others, Charlton individuals, organizations and/or the Access Provider wishing to present non-commercial programming and/or information to the public.

(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(40) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(42) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(43) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(44) State: The Commonwealth of Massachusetts.

Charlton Cable Television Renewal License

(45) Subscriber: Any Person, firm, provider or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(46) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(47) Town: The Town of Charlton, Massachusetts.

(48) Town Counsel: The Town Counsel of the Town of Charlton, Massachusetts.

(49) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(50) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(51) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(52) VCR: The acronym for video cassette recorder.

(53) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Charlton, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Charlton.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Charlton within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Charlton. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, 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 this 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 the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a five (5) year term, commencing on the Effective Date, unless sooner terminated as provided herein.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This 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 Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Charlton; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within forty-five (45) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested in order to justify its belief.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

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 Renewal License and any Issuing Authority by-law or regulation, this Renewal License shall prevail. This Renewal 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 shall not take any unilateral action, which materially changes the explicit mutual promises in this contract. The Licensee shall not take any unilateral action, which materially changes the explicit mutual

Charlton Cable Television Renewal License
promises in this Renewal License. Any changes to this Renewal License shall be made in writing signed by the Licensee and the Issuing Authority.

Section 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.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) The Renewal 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 Renewal License or Cable System to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

(b) 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, the consent by the Issuing Authority shall be deemed given, unless said 120-day period is extended by the mutual written consent of both parties hereto.

(c) In considering a request to transfer control of this License, the Issuing Authority shall consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate a Cable System under the existing license.

(d) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to all of the terms and conditions contained in this Renewal License.

(e) The Licensee shall submit to the Issuing Authority the License transfer application if required by law.

(f) Transfer of the Cable System without requesting Issuing Authority consent as required shall be null and void, and shall be a material breach of this Renewal License.

(g) If the Issuing Authority lawfully denies its consent to any such transfer and a transfer is or has nevertheless been effected, or in the event of an otherwise unlawful transfer, the Issuing Authority may revoke and terminate this Renewal License.

ARTICLE 3

SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate and make available to all residents of the Town its existing 750 MHz Subscriber Network. Said Cable System shall continue to be fully capable of carrying at least seventy-eight (78) analog NTSC video channels in the downstream direction and four (4) analog NTSC video channels in the upstream direction.

(b) The Licensee shall transmit all of its Signals to Charlton Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.2---EMERGENCY ALERT SYSTEM

The Licensee shall maintain an Emergency Alert System in compliance with applicable State and federal laws. Requests to trigger the EAS System should, unless otherwise provided by applicable law, regulation or procedures, be addressed to:

STATE EAS CALLS:

Communications Section
Massachusetts Emergency
Management Agency
400 Worcester Road
Framingham, MA 01702
Tel. (508) 820-2023

FEDERAL EAS CALLS:

Communications Section
Massachusetts Emergency
Management Agency
400 Worcester Road
Framingham, MA 01702
Tel. (508) 820-2023

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets.

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable System Service available to all residents of the Town, subject only to the installation charges herein and Section 4.2 below.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred and fifty feet (250') from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2---LINE EXTENSION PROCEDURES

(a) The Licensee shall provide Cable Service to all areas of the Town with an average of twenty (20) homes per aerial mile or greater at the Licensee's sole cost and without contribution in aid of construction by Subscribers.

(b) In cases of a request for Cable Service not meeting the criteria in paragraph [a] above, the Licensee shall extend Cable 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 Licensee to provide Cable Service in the primary service area; LE equals the number of dwelling units requesting Cable Service in the line extension area; and SC equals subscriber contribution-in-aid of construction in the line extension area. For purposes of this Section 4.2(b), the term "primary service area" shall mean the area of the Town served as of the Effective Date of this Renewal License.

(c) Whenever a potential Subscriber located in a line extension area requests Cable Service, the Licensee shall, within thirty (30) days of such 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. The Licensee shall apply for permission to attach cables to poles within fourteen (14) days of receiving the contribution(s) from prospective Subscribers. Cable Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution within sixty (60) days, weather conditions permitting, of the Licensee's receipt of permission to attach cables to poles.

(d) During a three (3) year period commencing with initiation of Cable 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 in paragraph [b] above each time a new Subscriber is added. The refunds shall be paid annually to Subscribers, or former Subscribers entitled to receive them.

Section 4.3---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Charlton. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.4---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.5---NEW DEVELOPMENT UNDERGROUND

In cases of new construction or property development where utilities are to be placed underground, the Issuing Authority or its designee(s) shall make reasonable efforts to have any developer or property owner installing conduit in the Public Way give the Licensee at least thirty (30) days prior notice of such construction or development, and provide the particular dates on which open trenching shall be available for the Licensee's installation of conduit, pedestals and/or vaults, and laterals, any and all of which shall be installed at the Licensee's sole cost and expense. The Licensee shall provide such developer or property owner with its specifications for trenching. If the Licensee fails to install its conduit, pedestals, vaults, and/or laterals within five (5) working days of the date any such trenches are available, as designated in the notice given by the developer or property owner, then in the event that any such trenches are closed after such five-day period, the cost of new trenching or undergrounding shall be borne solely by the Licensee.

Section 4.6---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or

root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's Highway Department.

Section 4.7---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, 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 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.

Section 4.8---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Person holding the building moving permit. The Licensee shall be given reasonable notice necessary to maintain continuity of Cable Service, but not less than thirty (30) days, unless agreed to otherwise by both parties.

Section 4.9---DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.10---SAFETY STANDARDS

The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Cable Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.11---PEDESTALS

In any cases in which Pedestals housing passive devices are to be utilized in or on Public Ways or Streets, such equipment shall be installed in accordance with applicable Highway Department regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s).

Section 4.12---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.

Section 4.13---RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. The Licensee shall have the right to have a representative present at such inspections.

Section 4.14---CONSTRUCTION MAP

The Licensee shall provide, upon written request, the Issuing Authority or its designee with strand maps of the Cable System plant. If changes are made in the Cable System, the Licensee shall provide the Issuing Authority with updated strand maps not more than once annually.

Section 4.15---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use.

Section 4.16---COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

Section 4.17---"DIG SAFE"

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service to all Subscribers in the Town pursuant to applicable statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 1**, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Charlton programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions.

Section 5.5---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) In accordance with M.G. L. Chapter 166A, Section 5(e), the Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service, to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in **Exhibit 2**, attached hereto and made a part hereof.

(b) The Town shall designate a person to be responsible, on behalf of the Town, to supervise installation of such Basic Service and connections, and to take responsibility for loss or damage to any Converters resulting from negligence or theft; provided, however, that the Town shall not be responsible for ordinary maintenance of said Converters or receivers. Notwithstanding the foregoing, such installations shall not require contact with asbestos, drilling through concrete or cinder blocks, or in areas requiring use of plenum wires which are different from wires or cables in standard installations.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

Subject to Section 6.2 below, the Access Provider, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---PEG ACCESS PROGRAMMING

(a) For twelve (12) months from the Effective Date of this Renewal License, which date shall be deemed to be the PEG Access Transition Date, the Licensee shall continue to provide one of its employees for a maximum of twenty (20) hours per week to assist PEG Access Users in the production of PEG Access Programming in the Town, including:

- + Provide resources when necessary for purposes of moving equipment used in Government and Public Access Programming functions to and from meetings;
- + Provide normal routine maintenance service for all PEG Access equipment owned with funding provided under the previous renewal license, including the full cost involved in cases where it is necessary to return malfunctioning equipment to the manufacturer or to an authorized service center.

(b) After the PEG Access Transition Date, the Licensee shall have no further responsibility to staff or provide the assistance referenced in paragraph (a) above.

(c) On the PEG Access Transition Date, the Access Provider shall assume responsibility for PEG Access Programming in the Town.

(d) There shall be no charges to the Town or PEG Access Users for the Licensee's assistance for PEG Access Programming through the PEG Access Transition Date.

Section 6.3---ACCESS PROVIDER

The Access Provider shall provide services to PEG Access Users and the Town, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.4 below;

- (2) Manage the annual funding, pursuant to Section 6.6 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.7 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (9) Accomplish and perform all such other tasks as appropriate and necessary.

Section 6.4---PEG ACCESS CHANNELS

- (a) Upon the Effective Date, the Licensee shall make available three (3) Downstream Channels for Charlton PEG Access use.
- (b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town, the Access Provider and/or PEG Access Users.
- (c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, once established, without the advance, written notice to the Issuing Authority; provided, however, that the Licensee shall not change said channel locations more than once per year (except in the event of a must-carry requirement). In the event that the Licensee does change said channel location(s), the Licensee shall provide advance, written notice to the Issuing Authority and the Access Provider of said change.
- (d) Said PEG Access Channels shall be maintained and made available by the Licensee at no charge to the Town, the Access Provider and/or Users.

Section 6.5 -- PEG ACCESS CHANNELS ORIGINATION CAPABILITY

- (a) Within ninety (90) days of the Effective Date, at its sole cost and expense, the Licensee shall install a fiber connection and the transmitter/receiver equipment required for the upstream

transmission of the three PEG Access Channels to the Cable System Headend, at the following locations in the Town: (1) Town Hall; (2) the Town Library; and (3) Baypath Regional High School. At the Headend, said PEG Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The location of the termination of the fiber connection within each of the above referenced buildings shall be determined jointly by the Licensee and Issuing Authority or its designee in a timely manner. The Licensee shall own and maintain such transmitter/receiver equipment.

(b) In the event that the Issuing Authority enters into a separate contract with Charter Business, an Affiliate of the Licensee, to provide a fiber wide-area network ("WAN") for Town buildings, the Issuing Authority and/or the Access Provider, in conjunction with the Licensee, shall, within sixty (60) days of the launch of such WAN, contingent upon the Issuing Authority having encoder/decoders in place, migrate the PEG Access Channel Origination Capability from the fiber connections listed in Section 6.5(a) above to the WAN, without cost or expense to the Issuing Authority and/or the Town. In addition, the Licensee, within sixty (60) days of the launch of such WAN, shall make a one-time cash grant to the Issuing Authority, or to the Access Provider if so designated in writing by the Issuing Authority, in the amount of Twenty Thousand Dollars (\$20,000.00) to assist the Issuing Authority and/or Access Provider in implementing said PEG Access Channel migration.

(c) The demarcation point between the Licensee's equipment and the Town's equipment shall be at the input of the Licensee's equipment.

Section 6.6--- SUPPORT PAYMENTS FOR PEG ACCESS

(a) No later than sixty (60) days from the Effective Date of this Renewal License, the Licensee shall make its first annual PEG Access support payment to the Issuing Authority, or to the Access Provider if so designated in writing by the Issuing Authority, in the amount of Seventy Thousand Dollars (\$70,000.00). On the first, second, third and fourth anniversaries of the Effective Date of this Renewal License, the Licensee shall make a PEG Access support payment in the amount of Ninety Thousand Dollars (\$90,000.00). Said annual payments shall be used for, among other things, salary, staffing, equipment, operating and other related expenses connected with PEG Access Programming and operations. The amount of the annual PEG Support payments shall be an external cost and may be charged to Charlton Subscribers.

(b) In the event that the annual payments required herein are not tendered to the Issuing Authority and/or the Access Provider on or before the date fixed herein, interest due on such equipment/facilities payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any late payments to the Town or the Access Provider shall not be deemed to be part of the funding to be paid to the Town or the Access Provider pursuant to Section 6.6 herein and shall be within the exclusion to the term "Renewal License fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.7---PEG ACCESS EQUIPMENT/FACILITIES FUNDING

(a) Within sixty (60) days of the Effective Date of this Renewal License, the Licensee shall provide a one-time cash payment to the Issuing Authority, or to the Access Provider if so designated in writing by the Issuing Authority, in the amount of One Hundred and Five Thousand Dollars (\$105,000.00) for equipment and facilities. Said grant and/or equipment and facilities shall be used for cable-related expenses such as PEG Access equipment, supplies, operating costs and/or other costs related to data transmission operating fees and equipment. The amount of this funding shall be an external cost and may be charged to Charlton Subscribers. All PEG access equipment and/or facilities shall be owned by the Town, unless otherwise noted.

(b) Under no circumstances shall said equipment/facilities payments required herein be counted against (i) the annual funding payable to the Issuing Authority or the Access Provider pursuant to Section 6.6 above; and/or (ii) the License Fees payable to the Town pursuant to Section 7.1 infra.

(c) In the event that the equipment/facilities payment required herein is not tendered to the Issuing Authority and/or the Access Provider on or before the date fixed herein, interest due on such equipment/facilities payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any late payments to the Town or the Access Provider shall not be deemed to be part of the funding to be paid to the Town or the Access Provider pursuant to Section 6.7 herein and shall be within the exclusion to the term "Renewal License fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.8---LICENSEE-OWNED PEG ACCESS/LO EQUIPMENT

(a) No later than the PEG Access Transition Date, the Licensee shall deed, transfer and convey to the Issuing Authority and/or the Access Provider, as directed by the Issuing Authority, by bill of sale for a total value of One Dollar (\$1.00), all existing Licensee-owned PEG Access/LO studio and/or production equipment located in the Town purchased with funds from the previous renewal license.

(b) Said equipment shall be deeded in "as is" condition and without warranty. The Licensee shall reasonably maintain said equipment, in the same condition as on the Effective Date of this Renewal License, except for normal wear and tear, until the PEG Access Transition Date.

(c) After the PEG Access Transition Date, the Licensee shall not be responsible for the repair, replacement and/or maintenance of said equipment

Section 6.9---RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority and/or the Access Provider may have for additional sums including interest payable under this Section 6.9. All amounts paid shall be subject to audit and recomputation by the Issuing Authority and/or the Access Provider, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after each annual License Fee is tendered.

Section 6.10---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the three (3) PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Access Provider shall be responsible for the picture quality of all PEG Access Programming.

Section 6.11---CENSORSHIP

Neither the Issuing Authority, the Town, the Access Provider or the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a list showing the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the Annual Payments for PEG Access (Section 6.6), but shall not include the following: (i) the PEG Access equipment/facilities funding herein (Section 6.7); (ii) the Licensee-owned PEG Access/LO equipment pursuant to Section 6.8 supra; and (iii) any interest due herein to the Issuing Authority and/or the Access Provider because of late payments.

Section 7.2---PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 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 provided for otherwise under applicable law.

Section 7.3---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 of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not

constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each 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, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable 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 service over the System.

(c) The Licensee hereby agrees that the term License Fee does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

Section 7.4---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "License Fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5---RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority and/or the Access Provider may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority and/or the Access Provider, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after each annual License Fee is tendered with respect to such fiscal year.

Section 7.6---AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall be

required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

Section 7.7---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 4**, and as it may from time to time be amended.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. 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 or maintaining subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate, in accordance with applicable law(s).

Section 8.5---SENIOR AND HANDICAPPED CITIZEN DISCOUNTS

(a) For the term of this Renewal License only, for those eligible pursuant to the provisions in paragraph (b) below, the Senior Citizen or Handicapped Citizen Discount shall be ten percent (10%) off of the price of the Basic Service tier of service for those Subscribers purchasing the Basic Service tier only, and shall not apply to any other channels, packages or tiers.

(b) To be eligible, a resident must meet the following criteria: sixty-five (65) years of age or older or handicapped and, in each case, head of household receiving one of the following: (i) Supplemental Security Income (SSI); (ii) Medicaid; (iii) Veterans' Services Benefits; (iv) the Town's income-based senior citizen or handicapped real estate tax abatement, if any, pursuant to applicable law; or (v) any other suitable criteria that the Licensee and the Issuing Authority mutually agree upon.

(c) To establish eligibility, a resident shall bring or mail a photocopy of a valid driver's license, birth certificate or other document definitively establishing age, plus a photocopy of documentation definitively establishing receipt by the resident at time of application for this discount of any one of the programs listed in paragraph (c) above. A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a Subscriber.

(d) For nursing homes, the Licensee shall exercise reasonable efforts to negotiate with the operators of such facilities, bulk-billing arrangements and discounts, consistent with applicable F.C.C. regulations.

(e) 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.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall maintain throughout the term of the Renewal License insurance in amounts at least as follows:

- | | |
|---|-----------------------------------|
| (i) Workers' Compensation | Statutory Limits; |
| (ii) Commercial General Liability | \$1,000,000 per occurrence; |
| (iii) Combined Single Liability (C.S.L.) | \$2,000,000 General Aggregate |
| (iv) Auto Liability including coverage
on all owned, non-owned
hired autos Umbrella Liability | \$1,000,000 per occurrence C.S.L. |
| (v) Umbrella Liability | \$1,000,000 per occurrence C.S.L. |

(b) The Town and 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. Underwriter shall notify the Issuing Authority not less than thirty (30) days prior to any cancellation in coverage by first class mail.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall submit and maintain throughout the term of this Renewal 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 Renewal License;
- (2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority and Superintendent of Streets of the Town;
- (3) The slighty preservation of trees and the vegetation in accordance with M.G.L.c. 166A

§ 5(g) and as approved by the Issuing Authority and Tree Warden;

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

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

(6) Substantial compliance with the material terms of this Renewal License.

(b) 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 this 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. Such notice shall be given by certified mail.

Section 9.4---INDEMNIFICATION

(a) The Licensee shall, by acceptance of the Renewal 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 activities of the Licensee in the installation, operation, or maintenance of the Cable System and shall indemnify and hold the Town, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the activities of the Licensee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify the Town in a manner consistent with subsection 9.4(b) below. In the event any such claim arises, the Issuing Authority shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder and the Issuing Authority shall cooperate fully herein. If the Issuing Authority determines in good faith that its interests cannot be represented by the Licensee, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town or for the Town's use of the Cable System, including any PEG channels.

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

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

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

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

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

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service 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 federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

Section 10.3---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.4---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.5---INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 10.6---JURISDICTION AND VENUE

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this 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 which the Issuing Authority believes may have been 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 (and provide written evidence of the same), 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. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(ii) commence an action at law for monetary damages;

(iii) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

- (iv) declare the Renewal License to be revoked subject to Section 11.2 below and applicable law;
- (v) invoke any other lawful remedy available to the Town.

Section 11.2---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may, subject to the provisions of Section 11.1 herein, revoke the Renewal License granted herein.

Section 11.3---TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.4---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).

Section 11.5---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.6---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

Charlton Cable Television Renewal License

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Issuing Authority or the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority or the Town at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority or the Town at any other time. In order for any waiver of the Issuing Authority or the Town to be effective, it shall be in writing.

(d) 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.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE FOR CHARLTON

For the entire term of this Renewal License, the Licensee shall operate a customer service office in the Town or in a municipality contiguous to the Town, for the purpose of, among other things, (i) receiving customer payments; (ii) returning or exchanging equipment; and (iii) answering inquiries and resolving Complaints. Said office shall be open on a full-time basis during Normal Business Hours, as defined herein.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for its Charlton Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer call centers are open for business, measured on a quarterly basis, under Normal Operating Conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

Section 12.3--INSTALLATION VISITS-SERVICE CALLS- RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) to Charlton residents who request Service within seven (7) working days of said request, provided that said request is for a standard aerial installation pursuant to Section 4.1(b) supra.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening time blocks. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers during Normal Business Hours. The Licensee shall not change said service call hours without first notifying the Issuing Authority of said changes thirty (30) days in advance.

(d) The Licensee shall respond to all requests for service or repair that are received during Normal Business Hours on a first-come, first serve basis. All of such requests shall be handled on the same day, if possible, but in all instances, requests for service calls shall be responded to within twenty-four (24) hours of said original call Monday-Friday. Verification of the problem and resolution shall occur promptly.

(e) A Subscriber Complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(f) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(g) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one node, concerning such an outage, or when the Licensee has reason to know of such an outage. For purposes of this Section 12.3(g), the word "node" shall mean a remote point in the Cable System connecting fiber-optic cable to the coaxial portion of the System.

(h) The Licensee shall remove all Subscriber Drop Cables, within seven (7) working days of receiving a request from a Subscriber to do so.

Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 4**.

Section 12.5--BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information pursuant to 207 CMR 10.00 et seq., attached hereto as **Exhibit 3** as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security Deposits.

Section 12.6---COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) The Licensee shall provide the name and telephone number for a contact person employed by the Licensee who can be contacted to discuss Subscriber Complaints lodged with the Town.
- (c) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(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.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(d) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee. In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

Section 12.7---REMOTE CONTROL DEVICES

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.

Section 12.8---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees 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 wear an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

Section 12.9---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act. The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(c) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

Section 12.10---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.11---MONITORING

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.12---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.13---POLLING BY CABLE

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

Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.15---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 General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a financial balance sheet (Cable Division Form 200) and statement of ownership (Cable Division Form 400) which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.

(b) The Licensee shall also provide any other reports required by State and/or federal law.

Section 13.3---IN-HOUSE TELEPHONE REPORTS

No more than twice per year (unless otherwise agreed to be parties), in order to establish the Licensee's compliance with Section 12.1 and Section 12.4 herein, the Licensee shall provide, upon the request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 13.4---ANNUAL PERFORMANCE TESTS

The Licensee, upon written request of the Issuing Authority, shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.5---QUALITY OF SERVICE

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 cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.6---DUAL FILINGS

(a) The Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 13.7---INVESTIGATION

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14
EMPLOYMENT

Section 14.1--- EQUAL EMPLOYMENT OPPORTUNITY

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

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

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

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of this Renewal License; and
- (v) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

Section 15.7---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 State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Issuing Authority, the Town or the Licensee; and any other matters beyond the reasonable control of the Issuing Authority, the Town or the Licensee.

Section 15.8---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.9---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Charlton, Town Hall, 37 Main Street, Charlton, Massachusetts 01507, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice sent directly to the Town Counsel. 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.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President/General Manager, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606, with a copy sent to the with a copy sent to Joshua L. Jamison, President, East Operating Group, Charter Communications, 11 Commerce Road, Newtown, Connecticut 06470 and General Counsel, Charter Communications, Inc., Charter Plaza 12405 Powerscourt Drive, St. Louis, Missouri 63131, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.10---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, commissions, committees, members, agents or 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.

Section 15.11---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.12---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language Programming; and
- + Local Programming.

EXHIBIT 2

**FREE DROPS AND BASIC MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS**

The following public buildings and schools shall receive the following Drops and/or Outlets and Basic monthly Service at no charge:

- (1) Town Hall: 37 Main Street
- (2) Police Station: 85 Masonic Home Road
- (3) Fire Station: 10 Power Station Road
- (4) Fire Station: 40 North Main Street
- (5) Public Library: 40 Main Street
- (6) Highway Department: 54 North Main Street
- (7) Sewer Department: 8A Worcester Road
- (8) Senior Center: 37 Main Street
- (9) Water Department: 8A Worcester Road
- (10) Baypath Vocational High School: 57 Old Muggett Hill Road
- (11) Heritage School: 34 Oxford Road
- (12) Charlton Elementary School: 9 Burlingame Road
- (13) Charlton Middle School: 2 Oxford Road

EXHIBIT 3

**207 CMR 10.00
BILLING AND TERMINATION OF SERVICE**

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing

authority and the company's local office.

- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
- (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
- (a) The amount of the total bill assessed as a Renewal License fee and the identity of the Issuing authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the Renewal License agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (d) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate

increase or a substantial change in the number or type of programming services relative to the service (s) in question.

- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 4

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable Renewal License authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The Renewal License authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A Issuing authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A Issuing authority from enforcing, through the end of the Renewal License term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current Renewal License agreements;

(3) Any State or any Issuing authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local Renewal License authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Renewal License fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or Issuing authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some

weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 5

MASSACHUSETTS CABLE DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Address:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days

Manner of Resolution: A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

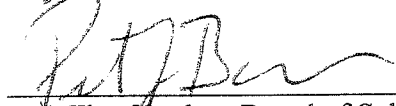
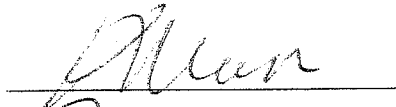
SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Charlton, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Charter Communications Entertainment I, DST.

The Town of Charlton, MA



Chairman



BY: The Charlton Board of Selectmen,
as Issuing Authority

DATE: 6/30, 2009

Charter Communications Entertainment I, DST



BY: Joshua L. Jamison

TITLE: President, East Operating Group

DATE: June 3, 2009