



September 6, 2011

Ms. Danice Palumbo
Administrative Secretary
Town of Dunstable
511 Main Street
Dunstable, MA 01827-1313

Dear Ms. Palumbo:

I have enclosed the fully executed Cable Television License Renewal Agreement between Charter Communications and the Town of Dunstable. This ten-year agreement is effective on August 22, 2011.

The Town, as Issuing Authority, is also required to submit a copy of the Renewal License to the Massachusetts Department of Telecommunications & Cable, along with a statement consistent with Section 3.06 of 207 CMR. I have attached the text of that section of the state cable regulations for your convenience. This should be sent to Catrice Williams, Secretary, Massachusetts Department of Telecommunications & Cable, 1000 Washington Street, Suite 820, Boston, MA 02118-6500.

On behalf of Charter Communications, let me say that we very much look forward to the opportunity to continue to serve the residents and businesses in the town of Dunstable.

If you have any questions, please contact me at 508-853-1515 x72857 or by email: Tom.Cohan@chartercom.com.

Sincerely yours,

A handwritten signature in black ink that reads 'Thomas P. Cohan'.

Thomas P. Cohan
Director of Government Relations

3.06: License Renewal Grant or Denial

(1) Concurrent with the grant of a renewal license, the issuing authority shall issue a written public statement reporting the license grant and detailing the reasons for it, including but not limited to the applicant's substantial compliance with provisions set forth in 47 U.S.C. § 546(c)(1)(A) through (D). Those provisions are as follows:

- (a) The cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
- (b) The quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;
- (c) The operator has the financial, legal and technical ability to provide the services, facilities and equipment as set forth in the operator's proposal; and
- (d) The operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

(2) Within seven days of the grant of a renewal license, the issuing authority shall file copies of the following documents with the Commission:

- (a) The issuing authority statement prepared pursuant to 207 CMR 3.06(1); and
- (b) The renewal license.

(3) Should the issuing authority deny a renewal application, within 14 days of its decision to deny, it shall issue a written statement detailing the reasons for its denial, specifically addressing the criteria set forth in 207 CMR 3.06(1)(a) through (d). The issuing authority shall file a copy of this statement with the license renewal applicant and with the Commission upon issuance.

- Catrice Williams
Secretary
Massachusetts Department of Telecommunications & Cable
1000 Washington Street, Suite 820
Boston, MA 02118-6500
-

CHARTER LICENSE AGREEMENT

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

WHEREAS, the Issuing Authority of the Town of Dunstable, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Dunstable and

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

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

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

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

SECTION 1
Definition of Terms

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

- A. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act

- B. "Board/Council" shall mean the Board of Selectmen, the governing body of the Town of Dunstable.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. Seq.
- D. "Effective date" or "Execution date" shall mean the date when both parties execute the License.
- E. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- F. "License Authority" shall mean the Board of Selectmen of Dunstable.
- G. "License" or "Franchise" shall mean the non-exclusive rights granted pursuant to this License to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.
- H. "Licensee" or "Grantee" shall mean Charter Communications Entertainment I, DST d/b/a Charter Communications or its lawful successor, transferee or assignee.
- I. "Gross Revenue" means any revenue received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Licensee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) unrecovered bad debt; and (3) any PEG amounts recovered from Subscribers.
- J. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.
- K. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.
- L. "Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior high school, and high school.

- M. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Issuing Authority as the address to which notice should be transmitted to it.
- N. "Service Area" shall mean the geographic boundaries of the Town of Dunstable, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto..
- O. "State" shall mean the Commonwealth of Massachusetts.
- P. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Service Area, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System..
- Q. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.

SECTION 2

Grant of License

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

2.2 Term. The License and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this License as set forth in

subsection 15.7, unless otherwise lawfully terminated in accordance with the terms of this License.

2.3 License Requirements For Other License Holders. In the event that the Issuing Authority grants one (1) or more License(s) or similar authorizations, for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the Cable System, it shall not make the grant on more favorable or less burdensome terms. If said other License(s) contain provisions imposing lesser obligations on the company(s) thereof than are imposed by the provisions of this License, Licensee may petition the Issuing Authority for a modification of this License. The Licensee shall be entitled, with respect to said lesser obligations to such modification(s) of this License as to insure fair and equal treatment by this License and said other agreements.

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

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

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

2.4 Police Powers and Conflicts with License. By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way. In the event of any conflict between this License and any Issuing Authority ordinance or regulation, apart from the lawful police powers of the Town, materially contradicting the applicable provisions of this License, the terms of this License will prevail. This License is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the Issuing Authority may not take any unilateral



action, which materially changes the explicit mutual promises in this contract. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority.

2.5 Cable System License Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System License.

SECTION 3

License Renewal

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

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Licensee shall, by acceptance of the License granted herein, defend the Issuing Authority, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence of Licensee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Issuing Authority, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property as a result of the negligence of Licensee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Issuing Authority shall give the Licensee written notice of its obligation to indemnify the Issuing Authority within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determined in good faith that the Licensee cannot

represent its interests, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Issuing Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Issuing Authority or for the Issuing Authority's use of the Cable System, including any PEG channels.

4.2 Insurance.

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

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

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

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

SECTION 5

Service Obligations

5.1 No Discrimination. Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

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

5.3 F.C.C. Customer Service

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

SECTION 6

Service Availability

6.1 Service Area. The Licensee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per mile as measured from Licensee's closest existing Cable System plant; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of this License, or are located on Public Ways; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Licensee may elect to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to,

converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

6.2 Service to New or Previously Unserved Single Family Dwellings. The Licensee shall offer Cable Service to all new homes or previously unserved single dwellings located within 150 feet of Licensee's feeder cable at its published rates for standard Installation. Longer aerial drops and underground drops shall be priced based on cost.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Issuing Authority agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least 30 days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Licensee.

SECTION 7

Construction and Technical Standards

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

7.2 Construction Standards and Requirements. All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained

and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

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

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

7.5 Performance Monitoring. Licensee shall test the Cable System consistent with the FCC regulations.

SECTION 8

Conditions on Street Occupancy

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

8.2 Underground Construction. The facilities of the Licensee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground. In the event that the Issuing Authority or any agency thereof for the placement of cable underground or the movement of cable reimburses any telephone or electric utilities, Licensee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

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

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

8.5 Restoration of Public Ways. Licensee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

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

8.7 Tree Trimming. Licensee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

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

8.9 Relocation for a Third Party. The Licensee shall, on the request of any person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily

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

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

8.11 Emergency Use. Licensee will comply with all federal and state Emergency Alert System ("EAS"), requirements.

SECTION 9

Service And Rates

9.1 Offices and Phone. The Licensee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

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

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

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

9.5 Senior Citizens Discount

(a) Current Subscribers receiving a Senior Citizen Discount as of the Execution Date of this Renewal License shall continue, throughout the term of this License, to receive an equivalent discount to that set forth in subsection (b), the following notwithstanding.

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

(c) To be eligible, a resident must meet the following criteria: sixty-five (65) years of age or older or handicapped and 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 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.

(d) 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 (i)-(v) of Section 9.5(c). A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a Subscriber.

SECTION 10

License Fee

10.1 Amount of Fee.

a) Pursuant to MGL Chapter 166A §9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to \$0.50 per Subscriber per year, or such higher amount as may in the future be allowed pursuant to law. The number

of Subscribers, for purposes of this section, shall be calculated as of December thirty-first of the preceding calendar year.

- b) In the event that the Town is permitted by Law to collect a license fee expressed as a percentage of gross annual revenue in the future, 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; and (ii) file with the Issuing Authority, with each such percentage license fee payment, a statement certified by a financial officer of Licensee certifying that total of all Gross Annual Revenues derived during the previous year.
- c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable Law in excess of five (5) percent of its Gross Annual Revenues. Further, if in the future, license fee payments to the Town are based on a percentage of gross annual revenue and said payments are in excess of (5) five percent of Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of the annual access funding and operating support provided to Town by Licensee in order to stay within the five (5) percent of Gross Annual Revenues cap specified herein.

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

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

10.4 Limitation on Recovery. In the event that any License payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for recovery of any License fee payable hereunder shall be three (3) years from the date on which payment by the Licensee was due.

SECTION 11

Transfer of License

11.1 License Transfer. The License granted hereunder shall not be transferred or assigned, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the License or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Issuing Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Issuing Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Issuing Authority shall be deemed given.

11.2 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by the Licensee, or any Person that owns or controls the Licensee. Licensee shall notify the Issuing Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12

Records, Reports And Maps

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

12.2 Records Required.

The Licensee shall at all times maintain:

- A. A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.

- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis any and all records as is reasonably necessary to ensure Licensee's compliance with the License. Such notice shall specifically reference the subsection of the License that is under review so that the Licensee may organize the necessary books and records for easy access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Licensee make the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Community Programming

13.1 Service to Schools and Municipal Buildings. Upon written request of the Issuing Authority, the Licensee shall provide one (1) Subscriber Network Drop, one (1) Outlet with Basic Service and expanded service, without charge, to municipal schools, police and fire stations, municipal libraries, and other municipal buildings specifically designated in writing by the Issuing Authority. In addition, upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, and Basic Service without charge to newly

constructed or newly occupied municipal or public school buildings provided the drop is aerial and does not exceed 150' in length.

13.2 Limitations on Use. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Issuing Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The Issuing Authority shall hold the Licensee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by subsection 13.1 above. The Licensee shall not be required to provide an outlet to any such building where a standard drop of more than 150 feet is required, unless the Issuing Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

13.3 Peg Access Channels The Licensee shall make available sufficient bandwidth for three (3) channels for PEG access-programming use, subject to sufficient demand and need for such channels. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted.

13.4 Public, Educational And Governmental Access Equipment and Funding

(a) The Licensee shall provide a one-time cash payment to the Town's special PEG Access account or Public Access corporation, if so designated by the Issuing Authority in writing, in the amount of three thousand dollars (\$3,000) to be used to purchase, lease, and/or improve PEG Access equipment and facilities. This grant shall be considered as an external cost for the purposes of rate regulation and may be passed on to the Subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

13.5 Equipment Ownership And Maintenance The Town shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG access equipment

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

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

SECTION 14

Enforcement Or Revocation

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

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

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

in a newspaper of general circulation within the Issuing Authority in accordance with subsection 15.5 hereof.

14.4 Enforcement. Subject to applicable federal and state law, in the event the Issuing Authority, after the hearing set forth in subsection 14.3 above, determines that the Licensee is in default of any provision of the License, the Issuing Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the License, seek to revoke the License itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the License, the Issuing Authority shall give written notice to the Licensee of its intent to revoke the License on the basis of a pattern of noncompliance by the Licensee, including one or more instances of substantial noncompliance with a material provision of the License. The notice shall set forth the exact nature of the noncompliance. The Licensee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Issuing Authority has not received a satisfactory response from Licensee, it may then seek to revoke the License at a public hearing. The Licensee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the License.
- B. At the hearing, the Board shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the License shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Licensee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Licensee. The Licensee may appeal such

determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*.

SECTION 15

Miscellaneous Provisions

15.1 Force Majeure. The Licensee shall not be held in default under, or in noncompliance with the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Licensee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

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

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

15.3 Notices. Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of Dunstable, 511 Main Street, Dunstable, Massachusetts 01827, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the VP/General Manager, Charter Communications, 95 Higgins Street, Worcester,

Massachusetts 01606, with a copy sent to 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 of such notice.

15.4 Public Notice. Minimum public notice of any public meeting relating to this License shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Issuing Authority.

15.5 Severability. If any section, subsection, sentence, clause, phrase, or portion of this License is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this License.

15.6 Entire Agreement. This License sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this License. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

15.7 Effective Date. The effective date of this License, the date on which both parties have executed this License, is AUGUST 22, 2011 pursuant to the provisions of applicable law. This License shall expire on AUGUST 21, 2021, unless extended by the mutual agreement of the parties.

Considered and approved this 11th day of July, 2011

Town of Dunstable

Walter J. Stein
Chairman, Board of Selectmen

David J. DeL...
Member, Board of Selectmen

Kenneth Lee
Member, Board of Selectmen

Accepted this 22nd day of August, 2011, subject to applicable federal, state and local law.

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

Signature: Steven E. Apodaca
Steven E. Apodaca
President of Operations

September 2, 2011

Ms. Danice Palumbo
Administrative Secretary
Town of Dunstable
511 Main Street
Dunstable, MA 01827-1313

Dear Ms. Palumbo:

I have enclosed the fully executed Cable Television License Renewal Agreement between Charter Communications and the Town of Dunstable. This ten-year agreement is effective on August 22, 2011.

The Town, as Issuing Authority, is also required to submit a copy of the Renewal License to the Massachusetts Department of Telecommunications & Cable, along with a statement consistent with Section 3.06 of 207 CMR. I have attached the text of that section of the state cable regulations for your convenience. This should be sent to Catrice Williams, Secretary, Massachusetts Department of Telecommunications & Cable, 1000 Washington Street, Suite 820, Boston, MA 02118-6500.

On behalf of Charter Communications, let me say that we very much look forward to the opportunity to continue to serve the residents and businesses in the town of Dunstable.

If you have any questions, please contact me at 508-853-1515 x72857 or by email: Tom.Cohan@chartercom.com.

Sincerely yours,

Thomas P. Cohan
Director of Government Relations

3.06: License Renewal Grant or Denial

(1) Concurrent with the grant of a renewal license, the issuing authority shall issue a written public statement reporting the license grant and detailing the reasons for it, including but not limited to the applicant's substantial compliance with provisions set forth in 47 U.S.C. § 546(c)(1)(A) through (D). Those provisions are as follows:

- (a) The cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
- (b) The quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;
- (c) The operator has the financial, legal and technical ability to provide the services, facilities and equipment as set forth in the operator's proposal; and
- (d) The operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

(2) Within seven days of the grant of a renewal license, the issuing authority shall file copies of the following documents with the Commission:

- (a) The issuing authority statement prepared pursuant to 207 CMR 3.06(1); and
- (b) The renewal license.

(3) Should the issuing authority deny a renewal application, within 14 days of its decision to deny, it shall issue a written statement detailing the reasons for its denial, specifically addressing the criteria set forth in 207 CMR 3.06(1)(a) through (d). The issuing authority shall file a copy of this statement with the license renewal applicant and with the Commission upon issuance.

- **Catrice Williams**
Secretary
Massachusetts Department of Telecommunications & Cable
1000 Washington Street, Suite 820
Boston, MA 02118-6500
-

LICENSE EXTENSION AGREEMENT

WHEREAS, Charter Communications Entertainment I, DST I/k/a Charter Communications ("Charter") currently holds a Cable Television License with Town of Dunstable, MA ("Town"), granted by the Issuing Authority and executed by both parties on June 29, 1997; and

WHEREAS, Charter's License with the Town expired on June 29, 2007; and

WHEREAS, Charter and the Town have been engaged in informal renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended; and

WHEREAS, the parties continue to reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the amount of time required to conclude negotiations and allow for public review will extend beyond the initial expiration date; and

WHEREAS, it is in the public interest to extend the current Franchise for an additional period of time so that cable service to the public will not be interrupted.

NOW, THEREFORE, the Franchise of Charter shall be extended through December 15, 2009.

PASSED AND APPROVED this 17th day of August, 2009

Town of Dunstable

By: Walt J. [Signature]

Name/Title: BOARD OF SELECTMEN, MEMBER

ACCEPTED this 24th day of September, 2009.

Charter Communications Entertainment I, DST

By: [Signature]

Name/Title: JOSHUA L. JAMISON
President
East Operations