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EFFECTIVE DATE: 03-19-14

EXPIRATION DATE: 03-19-24

**Town of Hadley**

**COMMONWEALTH of MASSACHUSETTS**

**RENEWAL CABLE TELEVISION LICENSE**

**GRANTED TO**

**CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC**

**l/k/a**

**Charter Communications**

**March 19, 2014**

**BOARD OF SELECTMEN  
TOWN OF HADLEY  
MASSACHUSETTS**

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## RENEWAL LICENSE

WHEREAS, Charter Communications Entertainment I, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Hadley (hereinafter the "Town"), said renewal license having commenced on October 2, 2008;

WHEREAS, Licensee filed a written request for a renewal of its license in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the Issuing Authority has determined that, consistent with the provisions of the Cable Act and Massachusetts Cable Law, the grant of a nonexclusive Renewal License to Licensee is in the public interest;

WHEREAS, the Issuing Authority and Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

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

# **1 Definition of Terms**

## **1.1 Terms**

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. Words not defined shall be given their common and ordinary meaning. Except as otherwise provided herein, the definitions and word usages set forth in the Cable Act are incorporated herein and shall apply in this Agreement.

1. "Access" shall mean the right or ability of any Town resident and/or person affiliated with a Hadley institution to use the designated Public, Educational and/or Government ("PEG") access facilities, equipment and/or Access channel(s) of the Cable System subject to the conditions and procedures for such use established by the Town and/o its designee(s).
2. "Affiliated or Affiliated Person when used in relation to any Person, shall mean another Person who owns or controls, is owned by or controlled by, or is under common ownership or control with, such Person.
3. "Basic Service" any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Renewal License.
4. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
5. "Cable Service" or "Cable Services" shall be defined herein as it is defined under Section 602(6) of the Cable Act (47 U.S.C. §522(6)).
6. "Cable System" or "Cable Television System" shall be defined herein as it is defined under Section 602(7) of the Cable Act (47 U.S.C. §522(7)).
7. Cable Division: The Cable Television Division or the Competition Division of the Massachusetts Department of Telecommunications and Cable or such successor governmental agency in accordance with applicable law.
8. "Drop or Cable Drop" shall mean the cable that connects each home or building to the feeder line of the Cable System.
9. "Educational Access" shall mean the programming, channels and facilities allocated to the Town of Hadley for educational use in accordance with this agreement and with the cable act.
10. "Effective Date" shall mean March 19, 2014.



11. "FCC" shall mean the Federal Communications Commission or any successor governmental entity thereto.
12. "Franchise Fee(s)" shall have the meaning as set forth in Section 622(g) of the Cable Act (47 U.S.C. §542(g)).
13. "Gross Revenue(s)" means all revenues, as accrued in a manner consistent with Generally Accepted Accounting Principles (GAAP), derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; fees and charges collected from Subscribers for Cable Services, including, but not limited to Basic Service, expanded basic and pay cable and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services, digital Cable Services; commercial Cable Services revenues, installations, reconnection, change in-service (upgrades, downgrades, etc.) and similar fees and charges, fees and charges for the use of channels designated for commercial use (including leased access programming revenues); revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; revenues that the Licensee receives from home shopping channels for the use of the Cable System as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees or charges imposed on the Licensee by this Renewal License and applicable law that are passed through and paid to the Licensee by Subscribers, except fees or charges collected for PEG Access Capital (equipment and facilities) funding. Unrecovered bad debt shall not be included in Gross Revenue, provided, however that bad debt recoveries shall be included in Gross Revenues during the period collected. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived from or on 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 Franchise Fees to the Town that would otherwise be paid herein.
14. "Issuing Authority" shall mean the Hadley Board of Selectmen.
15. "License Fee" shall mean the payments to be made by the Licensee to the Town as set forth in M.G.L. chapter 166A, Section 9, as amended.
16. "Licensee" shall mean Charter Communications Entertainment I, LLC I/k/a Charter Communications or its lawful successor, transferee or assignee.
17. "PEG" shall mean the acronym for "public, educational and governmental", used in conjunction with Access Channels, support and facilities.
18. "Person" shall mean an individual, partnership, association, organization, corporation or other legally recognized entity, whether for-profit or not for-profit, or any lawful successor, transferee or assignee thereof, but shall not mean the Town.
19. "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station

20. "Public Access" shall mean the programming, channels and facilities allocated to the Town of Hadley for public use in accordance with this agreement and with the Cable Act.
21. "Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior/middle high school, and high school.
22. "Public Way" or "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, drives, rights-of-way and similar public ways and extensions and additions thereto, or public rights-of-way under the jurisdiction of the Town, to the extent dedicated for compatible uses, which shall entitle the Licensee to the use thereof for the purposes of installing, operating, repairing and maintaining the Cable System in accordance with the terms of this Renewal License and applicable law and regulations. 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 purposes, 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.
23. "Renewal License" shall mean the non-exclusive Cable Television Renewal License and any amendments granted to the Licensee by this instrument, in accordance with and subject to the terms, conditions, obligations, and duties herein.
24. "Service Area" shall mean the geographic boundaries of the Town, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
25. "State" shall mean the Commonwealth of Massachusetts.
26. "Subscriber" shall mean any Person lawfully receiving Cable Service from Licensee.
27. "Town" shall mean the Town of Hadley, Massachusetts.

## **2 Grant of Renewal License**

### **2.1 Grant**

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A), as amended, and to federal law (the Cable Act), the Board of Selectmen as the Issuing Authority of the Town of Hadley, Massachusetts ("Town"), shall grant a non-exclusive renewal Cable Television License to Charter Communications Entertainment I, LLC ("Licensee") a Delaware Limited Liability Corporation established for such purpose, authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the Town of Hadley, Massachusetts. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and pursuant to all rules and regulations of the FCC, the rules and regulations of Cable Division, the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

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

(c) Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to the distribution plant, the Cable drops, the outlets, the Subscriber Network, the Trunk and Distribution System, and converters that it leases to Subscribers.

(d) The Issuing Authority or its designee shall have continuing regulatory jurisdiction and supervision over the Cable System and Licensee's operation under this License, subject to applicable state and federal law.

## **2.2 Term**

This Renewal License granted herein shall be for a term of ten (10) years, commencing on the Effective Date of this Renewal License as set forth in Section 1.1(10), unless otherwise lawfully terminated by the Issuing Authority in accordance with the terms of this Renewal License.

## **2.3 Requirements For Other Cable License Holders**

(a) The Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town, or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a Cable System without a cable license as defined by Chapter 166A of the General Laws or "franchise", as defined by 47 U.S.C. § 522(9).

(b) The Issuing Authority shall provide written notice within fourteen (14) days of the Issuing Authority's receipt from any other Person(s) of an application for a cable license to provide Cable Services.

(c) The Issuing Authority agrees that any grant of additional cable licenses by the Issuing Authority to any other Person(s) to provide Cable Services shall require that services be provided for the same territorial area of the Town as required by this Renewal License and said cable license shall not be on material terms and conditions, taken as a whole, more favorable or less burdensome to the cable licensee of any such additional cable license, than those which are set forth herein. To the extent another cable licensee is granted a cable license by the Issuing Authority on material terms and conditions thought by the Licensee to be, taken as a whole, more favorable or less burdensome than provided herein, the Issuing Authority, upon a written request from Licensee, after providing public notice, shall hold a public hearing to afford the Licensee the opportunity to demonstrate that the other material terms and conditions of a cable license granted by the Issuing Authority, taken as a whole, is more matter favorable or less burdensome than provided herein, and following said hearing, the Issuing Authority shall make amendments to this Renewal License such that the material terms of this Renewal License are not less favorable or more burdensome, taken as a whole, than those of the additional cable licensee.

## **2.4 Police Powers and Conflicts with Renewal License**

By executing this 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/or welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction, operation and maintenance of a Cable System and the provision of Cable Service. In the event of any conflict between this Renewal License and any Issuing Authority bylaw or regulation, apart from the lawful police powers of the Town, materially contradicting the applicable

provisions of this Renewal License, this Renewal License will 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 may not take any unilateral action, which materially changes the explicit mutual promises in this contract. Nor may the Licensee take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this Renewal License must be made in writing signed by the Licensee and the Issuing Authority.

## **2.5 Removal**

Upon termination of this Renewal License by the passage of time or otherwise, unless the Licensee has this Renewal License renewed for another term or is operating under the terms of and compliance with this Renewal License in accordance with applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

## **2.6 Cable Advisory Committee**

The Issuing Authority may appoint a Cable Advisory Committee to advise policy, mediate complaints and monitor ongoing matters concerning the construction, operation, rebuild, maintenance and administration of the Cable Television System, and other matters related to this License and the operation of the Cable System, subject to the Issuing Authority's ultimate authority and approval as set forth in Chapter 166A of the General Laws of Massachusetts, applicable State and Federal regulations relating to this License. The Cable Advisory Committee may deal with consumer complaints; render advice on programming and services offered by Licensee and recommend rules governing use of equipment and access channels by the public. The Committee may also provide and gather information regarding the public's interest in cable access participation and make recommendations for establishing guidelines to encourage the use of the access channels.

### **3 License Renewal**

#### **3.1 Procedures for Renewal**

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

## **4 Indemnification and Insurance**

### **4.1 Indemnification**

The Licensee shall, by acceptance of the Renewal License granted herein, shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims, damages and expenses due to the action(s) of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder, and the Town shall reasonably cooperate therein, but the Town shall not be required to incur financial liability in doing so. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town for any damages or liability resulting from the willful misconduct or negligence of the Town or for the Town's use of the Cable System, including any PEG channels. The Town shall provide reasonable notice as not to prejudice the Licensee's ability to defend the Issuing Authority or Town.

With respect to Licensee's indemnity obligations set forth herein, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the Town and the Town does not consent to the terms of any such proposed settlement, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

### **4.2 Insurance**

(a) Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

(i) Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town;

(ii) Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage;

(iii) Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts;

(iv) Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit;

(v) Umbrella Liability: \$1,000,000 per occurrence.

(b) All liability insurance shall be written on an "occurrence basis".

(c) The coverage amounts set forth above may be met by a combination of underlying and/or umbrella policies so long as in combination the limits equal or exceed those required herein.

(d) The Town shall be included as additional insured under each of the insurance policies required in this Article 9 except Worker's Compensation and Employer's Liability.

(e) Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.

(f) Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

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

(h) All insurance shall be primary to any insurance coverage the Town may have.

(i) Neither this Section 4.2, nor the provision of insurance or insurance proceeds pursuant to this Section 4.2, shall limit the liability of the Licensee pursuant to this Renewal License.

#### **4.3 Performance Bond**

Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of twenty thousand dollars (\$20,000) securing the performance of Licensee's obligations under this Renewal License and as otherwise required by applicable law, including:

1. The satisfactory operation of the Cable System in accordance with the provisions of M.G.L. c. 166A §§ 5(a), (m) & (n) and this License.
2. The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority;
3. The slighty preservation of trees and vegetation in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;
4. The indemnification of the Town in accordance with M.G.L. c. 166A § 5(b);



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

Said bond shall be a continuing obligation throughout the entire term of this Renewal License, and thereafter until Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, 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 Licensee under the Renewal License. Recovery by the Town from said surety shall be subject to the provisions of Section 4.1 above. In the event that a performance bond provided pursuant to this Section 4.3 of this Renewal License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 4.3 within thirty (30) days of such failure to renew the performance bond or cancellation.

## **5 Subscriber Rights and Consumer Protection**

### **5.1 Customer Service Hours and Telephone Response Service**

Licensee shall maintain a publicly listed toll-free telephone number for Subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C. definition of normal business hours, see 47 Code of Federal Regulations, §.76.309(c) (4).

### **5.2 Initial Installation And Service Call Procedures In Wired Areas**

Licensee shall provide Cable Service to those residents and businesses whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within seven (7) business days of receipt of the request (and any deposit not prohibited by applicable law or regulation) for standard aerial installations, provided that such request for service involves a standard installation. With respect to all installations other than standard installations, Cable Service shall be provided in a reasonable period of time given the circumstances. In arranging appointments for cable installation work or service calls, Licensee shall make its reasonable best efforts to specify to the resident, in advance, whether installation or service will occur in the morning or afternoon hours. Licensee shall make reasonable efforts to install or perform service at convenient times, including times other than 9:00 a.m. to 5:00 p.m. weekdays. Failure to install within the above referenced days, or to make a service call as scheduled, without just cause or the fault of the resident or business representative, shall require Licensee to automatically offer a priority cable installation or service call to the affected resident or business at a time mutually agreeable to Licensee and such affected party, but in no case later than three (3) working days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

### **5.3 Subscriber Solicitation Procedures**

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

### **5.4 Billing Practices Information And Procedures**

Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

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

#### **5.5 Notification Of Rates And Charges**

Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with law and regulations, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with law and regulations.

#### **5.6 Disconnected and Termination Of Cable Services**

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

#### **5.7 Response To Service Calls And Service Complaints**

Licensee shall meet or exceed F.C.C. Customer Service Standards when responding to all complaint calls or requests for service.

Licensee shall ensure that there are stand-by personnel on-call at all times, including after normal business hours.

Licensee shall respond to System Outages as soon as practicable, twenty-four (24) hours a day, seven (7) days a week.

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

#### **5.8 Complaint Resolution Procedures**

The Licensee shall, in compliance with any applicable law, establish a procedure for resolution of billing disputes and other complaints by Subscribers. Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers.

If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes that are both specific and similar, brought by Subscribers arising from the operations of Licensee, provided Licensee has first been contacted by the Subscriber concerning the complaint.

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

#### **5.9 Change Of Service**

Upon notification by a Subscriber to disconnect or downgrade a Basic or Premium

Service, the Licensee shall cease and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date.

#### **5.10 Employee And Agent Identification Cards**

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

#### **5.11 FCC Customer Service**

Licensee shall comply with the FCC Customer Service Standards (47 C.F.R. § 76.309.c). The Town may, upon written request, receive a quarterly report of Licensee's telephone statistics in order to measure Licensee's compliance with reasonable telephone standards. Should the Town, in writing, request clarification of Licensee's telephone report, Licensee shall, upon invitation by the Town, schedule a meeting with the Town to review said report and advise the Town what measures are being employed by Licensee to meet a reasonable telephone response standard.

#### **5.12 Protection Of Subscribers Privacy**

Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable Television Service, and as hereinafter provided. Licensee shall have the right to take reasonable steps to avoid the unauthorized reception, use or interception of any of Licensee's services, including, but not limited to, prohibiting and removing any unauthorized instrument, apparatus, equipment or device, which is designed, adapted, intended, or used to receive, use, intercept or fraudulently obtain any of Licensee's services, in violation of law or any of Licensee's rights under this License or any other agreement or instrument, and nothing in this paragraph shall be construed or is intended to limit, restrict or interfere with Licensee's right to secure its system and to offer services only to duly authorized customers.

Licensee shall comply with all privacy provisions contained in applicable laws and regulations, including, but not limited to, the provisions of 47 U.S.C. § 551 (Section 631 of the Cable Act).

#### **5.13 Parental Control/Remote Control Devices/Television Antennas**

Licensee shall allow Subscribers to purchase remote control devices from parties other than Licensee. Upon request, and at no separate additional charge, Licensee shall provide customers with the capability to control or lock out the reception of any channel on the Cable System. Such a parental control capability may be part of a converter box. Licensee shall not remove television antennas of subscribers.

#### **5.14 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, disability or sex. Licensee shall comply with all federal and State laws and regulations concerning non-discrimination.

#### **5.15 Offices, Phone**

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.

#### **5.16 Notification of Service Procedures and Rates/Charges**

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 Licensee's name, address and local telephone number. Licensee shall give all Subscribers and the Issuing Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with law and regulations, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with law and regulations.

#### **5.17 Polling By Cable**

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

#### **5.18 Information With Respect To Viewing Habits And Subscription**

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as required by law.

#### **5.19 Subscriber's Right to Inspect and Verify Information**

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

A Subscriber may obtain from Licensee a copy of any or all of their personal Subscriber information regarding him or her maintained by Licensee at no charge. Licensee may