
TOWN OF MILLVILLE

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MASS. DEPT OF
TELECOMMUNICATIONS & CABLE

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

EFFECTIVE DATE: August 14, 2012

BOARD OF SELECTMEN
TOWN OF MILLVILLE
MASSACHUSETTS

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CHARTER LICENSE AGREEMENT

This Cable License Agreement ("License" or "Agreement") (this "License" or "Agreement") is entered into by and between the Board of Selectmen of the Town of Millville, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Charter Communications Entertainment I, LLC, a corporation duly organized under the applicable laws of the State of Delaware (the "Licensee").

WHEREAS, the Issuing Authority wishes to grant Licensee a nonexclusive Renewal License to construct, install, maintain, extend and operate a Cable Television System in the Town as designated in this License;

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;

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

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 complied with all federal and State-mandated procedural and substantive requirements pertinent to this cable license renewal; and

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 the 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 any person affiliated with a Millville institution to use the designated Public, Educational and Government ("PEG") access facilities, equipment and/or Access channels of the Cable System subject to the conditions and procedures for such use established by the Town and/or its designee(s).
2. "Affiliate or Affiliated Person" when used in relation to any Person, shall mean another Person who owns or controls, is owned 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 Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), 47 U.S.C. §§ 521, et. seq. amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385, 106 Stat. 1460 (1992), and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56.
5. "Cable Division" shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable or its successor.
6. "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)).
7. "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)).
8. "Drop or Cable Drop" shall mean the cable that connects each home or building to the feeder line of the Cable System.
9. "Effective Date" or "Execution Date" shall mean the date when both parties execute the License.
10. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

11. "Franchise Fee(s)" shall have the meaning as set forth in Section 622(g) of the Cable Act (47 U.S.C. §542(g))
12. "Gross Revenue(s)" means all revenues 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 and digital Cable Services; commercial Cable Services revenues; installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar fees and charges; fees and charges from 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 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 directly 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 Franchise Fees to the Town that would otherwise be paid herein.
13. "Issuing Authority" shall mean the Board of Selectmen of Millville.
14. "Licensee" shall mean Charter Communications Entertainment I, LLC or any successor or transferee in accordance with the terms and conditions in this Renewal License.
15. "License Fee" shall mean the payments to be made by the Licensee to the Town of Millville as set forth in M.G. L. Chapter 166A, Section 9, as amended.
16. "PEG" shall mean the acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
17. "PEG Access Channels" or "Access Channel" shall mean any channel(s) made available by the Licensee to the Town of Millville and/or a designee(s) of the Town, without charge, for the purpose and presentation of PEG Access programming.
18. "Person" shall mean an individual, partnership, limited partnership, association, trust, organization, corporation, or other legally recognized entity, whether for-profit or not for-profit, but shall not mean the Town.
19. "Public School" shall mean any school at any educational level operated within the Town by any public school system, but limited to, elementary, junior/middle high school, and high school.
20. "Public Way(s) or Street(s)" 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 under the jurisdiction of the Town, to the extent dedicated for compatible uses, which shall entitle the Licensee to the use thereof for the purpose 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 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.

21. "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.
22. "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 provisions of Section 4.1 of this Renewal License.
23. "State" shall mean the Commonwealth of Massachusetts.
24. "Subscriber" shall mean any Person, firm, corporation or other entity lawfully receiving Cable Service from the Licensee.
25. "Town" shall mean the Town of Millville, 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), and applicable provisions of the Cable Act, the Board of Selectmen as the Issuing Authority of the Town of Millville, Massachusetts ("Town"), hereby grants, subject to the terms and conditions herein, a non-exclusive Cable Television Renewal License to Charter Communications Entertainment I, LLC. ("Licensee"), a Delaware corporation, authorizing and permitting said Licensee to maintain and operate a Cable Television System in, under and over the Public Rights-of-Way in the Town as provided in this Renewal License. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, the applicable provisions of the Cable Act, and with all rules and regulations of the FCC, the rules and regulations of the Cable Division, and all other applicable laws, rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways as defined in Section 1.1(19) above. Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use public ways and places. Grant of the Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of public ways and places. Disputes between Licensee and other parties regarding use of public ways and places shall be resolved in accordance with the Millville Department of Public Works regulations, or governing applicable law or bylaw.

(c) The Issuing Authority or its designee shall have continuing regulatory jurisdiction and supervision over the Cable System and Licensee's operation under this License.

2.2 Term

The term of this Renewal License granted herein shall be for a period of ten (10) years, commencing on the Effective Date as set forth herein, unless otherwise terminated or revoked by the Issuing Authority in accordance with the terms of this Renewal License. The "Effective Date" of this Renewal License shall be the date when both parties execute the Renewal License as set out on the Signature Page 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 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 be competitively neutral and not be on material terms and conditions (including, without limitation, the service area, PEG capital grants and the franchise fee obligations) more favorable or less burdensome to the cable licensee of any such additional cable license, than those which are set forth herein. If another such cable licensee is granted a cable license by the Issuing Authority that is not competitively neutral or on material terms and conditions more favorable or less burdensome than provided herein, the Issuing Authority hereby agrees that, upon a written request from Licensee, as a matter of law, Licensee's Renewal License shall be modified by the Issuing Authority within thirty (30) days of said written request for the purpose of establishing competitive neutrality or material terms and conditions.

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 or Abandonment

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 the 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 System Cable 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. Cable Systems shall operate in accordance with state and federal regulations.

3 License Transfer and License Renewal

3.1 License Transfer

(a) The Renewal License granted hereunder and/or control thereof shall not be transferred or assigned or disposed of in any manner ("transfer"), except to an affiliate as provided in Section 3.2 below, 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 this Renewal License or Cable System to secure indebtedness, consistent always with applicable law and regulations. Within thirty (30) days of receiving an application in accordance with applicable law for transfer or such other time period as allowed under applicable law or by agreement between the parties, 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 or other transfer criteria, if any, which may be considered under applicable law. 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, or such extended time as may otherwise be agreed to by the parties, consent by the Issuing Authority shall be deemed given pursuant to applicable law.

(b) The consent or approval of the Issuing Authority to any transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License. Any proposed controlling or owning transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

3.2 Transfer to Affiliates

The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by the Licensee, or any Person that owns or controls the Licensee. Licensee shall notify the Issuing Authority thirty (30) days prior to any such sale, assignment or transfer and must comply with all terms and conditions of this License. All terms and conditions of this Renewal License shall continue to apply after any such sale, assignment or transfer.

3.3 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 Renewal License shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

4 Cable Service Availability

4.1 Service Area

The Licensee shall make Cable Service distributed over the Cable System available to all residents of the Town within seven (7) days of a request; provided, however, that (i) all such homes are on the Public Way or a Private Way (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary or if a Town boundary needs to be crossed, access in the other town is available on reasonable terms and conditions; 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.

The Licensee shall extend its Cable System and provide Cable Service to all areas with an average of twenty (20) dwelling per mile or greater without contribution in aid of construction by Subscribers. In cases of a request for service not meeting the above criteria, the Licensee shall extend the Cable System and provide 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 (20) which would require the Licensee to provide service in the primary service area; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution-in-aid of construction in the line extension area.

Whenever a potential Subscriber located in a line extension area requests service, the Licensee shall, within thirty (30) days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution-in-aid of construction. During a three (3) year period commencing with initiation of service to a particular line extension, a pro-rated refund shall be paid to previous Subscribers of said extension as new Subscribers are added to the extension. The amount of such refund, if any, shall be determined by application of the SC formula each time a new subscriber is added. The refunds shall be paid annually to Subscribers, or former Subscribers entitled to receive them.

4.2 Standard Drops/Line Extension

Installation costs shall conform with the 1992 Cable Act, and regulations thereunder. Any dwelling unit within 250 aerial feet of the Cable System distribution plant shall be entitled to a standard installation rate, and the additional costs associated with completing installations located more than 250 feet from the Cable System distribution plant shall be charged to the Subscriber, after provision of a written itemization, on a cost of labor and materials basis only.

4.3 New Development Underground

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

4.4 Commercial Establishments

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

4.5 Service to Municipal and School 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 basic 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 and Expanded Service, without charge, to newly constructed or newly occupied municipal or public school buildings along the cable route. The Licensee shall continue to provide, install and maintain free basic and expanded basic to all municipal and school buildings being served at the inception of this agreement.

5 System Facilities

5.1 System Characteristics

Licensee's Cable System shall be a minimum of 750 MHz.

5.2 Emergency Alert System

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

6 Construction and Technical Standards

6.1 Compliance with Codes

The construction, installation, and maintenance of the Cable System shall be effectuated by Licensee in a manner that is consistent with the laws, regulations and construction standards of the Commonwealth of Massachusetts, the Occupational Safety and Health Administration, the National Electrical Safety Code, and the FCC to the extent applicable, as well as all other valid applicable laws, rules, regulations and bylaws, federal, state and local.

6.2 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.

6.3 Good Care and 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. All plant and equipment shall be kept and maintained in a safe and suitable condition and in good order and repair.

6.4 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.

6.5 Performance Monitoring

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards. The Licensee shall test the Cable System consistent with the FCC regulations and provide copies of such tests as required by applicable law or regulations and as requested, in writing, by the Town. Licensee shall test the Cable System consistent with the FCC regulations.

7 Conditions on Street Occupancy and Property

7.1 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.

7.2 Underground Construction

The facilities of the Licensee shall be installed underground in those areas of the Town 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.

7.3 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 Public Ways.

7.4 System Construction

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

7.5 Pedestals

In any cases in which pedestals housing active and passive devices are to be installed, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town bylaws and/or regulations.

7.6 Restoration of Streets

Licensee shall, at its own expense, restore any damage or disturbance caused to a 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 Public Way immediately prior to such damage or disturbance to such standard as required of utilities operating within the Town.