

CHARTER OAKHAM RENEWAL LICENSE AGREEMENT

This Renewal License Agreement is between the Town of Oakham, hereinafter referred to as the “Issuing Authority” and Spectrm Northeast, LLC, I/k/a Charter Communications, hereinafter referred to as the “Licensee.”

WHEREAS, the Issuing Authority of Oakham, Massachusetts (“Oakham”), 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 Oakham 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 reasonable 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, the Issuing Authority desires to enter into this License renewal 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 Issuing 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. Citations to specific statutes or regulations shall include and encompass any amendments to such statutes or regulations as may be from time to time made.

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

- B. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- C. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise Fee” shall have the same meaning as the term found in the Cable Act at 47 USC §542(b) and (g), as they may from time to time be amended.
- F. “Installation” shall mean the connection of the Cable System from feeder cable to Subscribers’ premises.
- G. “Issuing Authority” shall mean the Board of Selectmen of the [Oakham], Massachusetts.
- H. “License” shall mean the non-exclusive rights granted pursuant to this agreement to construct and operate a Cable System along the Streets within all or a specified area in the Service Area.
- I. “Licensee” shall mean [Legal Entity] l/k/a Charter Communications or its lawful successor, transferee, or assignee.
- J. “License Fee” shall have the same meaning as the term found in Massachusetts General Law [M.G.L.] Chapter 166A, § 9, as it may from time to time be amended.
- K. “Person” shall mean an individual, partnership, association, organization, corporation, trust, or government entity.
- L. “Service Area” shall mean the entire geographic boundaries of the Oakham, subject to the exceptions in section 6.1.
- M. “State” shall mean the Commonwealth of Massachusetts.
- N. “Street” or “Streets” shall include each of the following located within the Oakham: 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, which shall entitle the Licensee, subject to applicable law, to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

- O. “Subscriber” shall mean any Person who is billed for and authorized to receive Cable Service from the Licensee.’
- P. “Oakham” shall mean the Town of Oakham, Massachusetts.

SECTION 2
Grant of License

2.1 Grant. The Issuing Authority hereby grants to the Licensee a nonexclusive License which authorizes the Licensee, subject to applicable law, 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, antennas, 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 or State 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, unless otherwise lawfully terminated in accordance with the terms of this License.

2.3 Police Powers and Conflicts with License. By executing the License, the Licensee acknowledges that its rights are subject to the powers of the Oakham to adopt and enforce general by-laws necessary for the safety and welfare of the public. The Licensee shall comply with all applicable State and Oakham laws, by-laws, rules, and regulations of general applicability. In the event of a conflict between this License and any Issuing Authority ordinance or regulation, apart from the lawful police powers of the Oakham, that materially contradict the applicable provisions of this License, the terms of this License shall 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, neither party may 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.

2.4 Cable System License Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Oakham 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, as well as any governing state statutes and regulations.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Licensee shall, by acceptance of the License granted herein, defend the Issuing Authority, in any action or proceeding in which it is claimed that personal injury or property damage was caused by the activities of the Licensee in installation, operation, or maintenance of the Cable System, and in the event of a determination of liability shall indemnify and hold the Issuing Authority harmless from any and all claims for injury or damage to persons or property, both real and personal, caused by the installation, operation or maintenance of its Cable System. The Issuing Authority shall give the Licensee at least ten (10) days’ notice of its obligation to indemnify and defend the Issuing Authority after receipt of a claim for which indemnification is sought. In the event any such claim arises, the Issuing Authority shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle, or compromise any claims arising hereunder and the Oakham shall cooperate fully herein. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Oakham 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 the use of any PEG channels by the Oakham or its designee.

4.2 Insurance.

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

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

B. The Oakham shall be added as an additional insured, arising out of work performed by the Licensee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

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

4.3 Performance Bond.

(a) The Licensee shall maintain, without charge to the Oakham, throughout the term of the License, a faithful performance bond in the amount of ten thousand dollars (\$10,000) running to the Oakham and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the State. Said bond shall be upon the terms and conditions specified in M.G.L. chapter 166A and the faithful performance and discharge of all obligations imposed by the License.

(b) The performance bond shall be effective throughout the term of this License, including the time for removal of all of the facilities provided for herein.

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 Billing Practices Information and Procedures. 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, unless the procedures are inconsistent with or preempted by federal law.

5.4 Notification of Rates and Charges. Subject to and in accordance with applicable law, the Licensee shall inform the Issuing Authority of any increases in rates, charges, or fees, or a substantial change in the number or type of programming services, to the extent such service changes are under Licensee's control.

SECTION 6

Service Availability

6.1 Service Area. (a) The Licensee shall continue to operate and maintain a Cable System, offering a full range of services and equipment. The Licensee shall make Cable Service distributed over the Cable System available to all residents of the Town where there is a minimum density of at least twenty (20) residences per mile as measured from the Licensee's Trunk and Distribution

System, 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 the Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that the Licensee is required to obtain easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to the Licensee on reasonable terms and conditions.. Nothing herein shall be construed to preclude the 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 density standard. The 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 by with applicable law or regulation.

(b) All future line extensions and developments shall be built within six (6) months of notification from the Town or developer of the availability of access to poles for aerial construction, or within six (6) months of written notification from the Town or developer of the availability of access to a joint trench in underground areas. Where said notification is not provided to the Licensee or when a developer does not make joint trenches available in underground areas, such line extensions and developments shall be built within six (6) months after the roads within said line extensions or developments are accepted as Public Ways; provided, however, that in the case of underground construction, the six (6) month requirement shall not apply where the Town or State has a “road-cut moratorium” in place, or with respect to both aerial and underground construction, when homes are not expected to be occupied within the next six (6) months. , subject to Force Majeure provisions.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Licensee shall only be required to extend the Cable System to potential Subscribers in that area if it technologically and financially feasible to do so and the potential Subscribers in the area are willing to share the capital costs of extending the Cable System. The Licensee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

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 make reasonable efforts to have the permitting authority 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 new development

shall be determined by the Licensee and the developer or property owner in accordance with applicable law.

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 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 as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

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, subject to applicable law and attachment requirements if any, 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 uses municipal funding over which it may exercise discretionary use to reimburse any telephone or electric utilities for the placement of cable underground or the movement of cable, the Issuing Authority shall, upon written request of Licensee, exercise reasonable efforts to reimburse Licensee upon the same terms and conditions as any similarly situated telephone, electric or other utility.

8.3 Construction Codes and Permits. The Licensee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Service Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Issuing Authority. 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 and shall comply with applicable law and electrical and generally applicable code requirements. 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 and shall comply with applicable law.

8.5 Restoration of Public Ways. In compliance with M.G.L. c.166A, §5(g), 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. In compliance with M.G.L. c.166A, § 5(a), 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 the 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, if in accordance with applicable law, paid by any such Person requesting 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 days 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 similarly situated 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 shall comply with 47 U.S.C. § 544(g) and all regulations pursuant thereto with respect to an Emergency Alert System (“EAS”).

SECTION 9

Service and Rates

9.1 Phone Service. The Licensee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments 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 notice of any changes in rates, programming services or channel positions in accordance with applicable law.

9.3 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, and subject to Licensee’s rights under Section 15.2.

9.4 Service to Schools and Municipal Buildings. Subject to applicable law, the Licensee shall continue to provide one (1) drop, one (1) Outlet with Basic Service and equipment, without charge, to the municipal buildings within the Service Area identified in Exhibit A. 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 indemnify and

hold the Licensee harmless from any and all copyright liability claims arising out of the provision and use of Cable Service required by this subsection.

SECTION 10

License Fees

10.1 License Fee. Pursuant to M.G.L. Chapter 166A § 9, the Licensee shall pay to the Oakham, throughout the term of the License, a license Fee equal to \$0.50 per Subscriber per year. The number of Subscribers, for purposes of this section, shall be calculated as of December thirty-first of the preceding calendar year.

10.2 Maximum Franchise Fee Obligation. In accordance with applicable law, the Licensee shall not be liable for a Franchise Fee pursuant to this License and applicable law in excess of five percent (5%) of its annual Gross Revenue. Further, if in the future, License Fee payments to the Oakham are based on a percentage of gross annual revenue and said payments are in excess of five percent (5%) 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 Oakham by Licensee in order to stay within the five percent (5%) of annual Gross Revenue cap specified herein.

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

10.4 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.

10.5 Limitation on Recovery. 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. If any undisputed 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 (1%) over the prime interest rate.

SECTION 11

Transfer of License

11.1 License Transfer. The License granted hereunder shall not be transferred or assigned, other than by operation of law or to an entity controlling, controlled by, or under common control

with the Licensee, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. The requirements for consent of transfer of this Renewal License shall comply with current Massachusetts and Federal statutes and regulations, as they may from time to time be amended. 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.

SECTION 12

Records

12.1 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 non-disruptive basis any and all of Licensee's records maintained by Licensee as is reasonably necessary to ensure Licensee's compliance with the material terms of this 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 one (1) year, except that any records relevant to the payment of any License Fee, Franchise Fee, or PEG fee shall be retained for three (3) years. 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 makes 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-intentionally left blank

SECTION 14

Enforcement, Revocation, Penalties

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 (the “Violation Notice”).

14.2 Licensee’s Right to Cure or Respond. The Licensee shall have thirty (30) days from receipt of the Violation Notice to: (i) respond to the Issuing Authority, contesting the assertion of noncompliance; (ii) 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 Violation Notice received from the Issuing Authority, or if the default is not remedied within the cure period set forth above, the Issuing Authority 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 15.8 hereof. At the hearing, the Issuing Authority shall provide the Licensee with 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 Issuing Authority 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 by the Issuing Authority de novo. The Licensee may continue to operate the Cable System until all appellate procedures have been exhausted.

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;
- 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 the 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. The public hearing shall be conducted in accordance with the requirements of Section 14.3.

- B. Notwithstanding the above provisions, the Licensee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the License, the Licensee may remove the Cable System from the Streets of the Oakham, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Issuing Authority and Licensee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Licensee shall also conform with all generally applicable Licensee ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the License. In the event of a conflict between the Issuing Authority's ordinances, resolutions, rules or regulations and the provisions of the License, the provisions of this License shall govern.

15.2 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, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain, 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.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Issuing Authority's intention to subject the Licensee to 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 Service Area, 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.

15.4 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.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Issuing Authority or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Oakham, the Issuing Authority shall within thirty (30) days of a written request from Licensee, modify this License to insure that the obligations applicable to Licensee are no more burdensome than those imposed on the new competing provider. If the Issuing Authority fails to make modifications consistent with this requirement, the License shall be deemed so modified thirty (30) days after the Licensee's initial written notice. As an alternative to the License modification request, the Licensee shall have the right and may choose to have this License with the Issuing Authority be deemed expired thirty (30) days after written notice to the Issuing Authority. Nothing in this License shall impair the right of the Licensee to terminate this License and, at Licensee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this section shall be deemed a waiver of any remedies available to Licensee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Notice to Licensee. Licensee shall provide written notice to Licensee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.5 above.

15.7 Change in Law. Notwithstanding any other provision in this License, in the event any change to state or federal law occurring during the term of this License eliminates the requirement for any person desiring to provide video service or Cable Service in the Service Area to obtain a license from the Issuing Authority, then the Licensee shall have the right to terminate this License and operate the system under the terms and conditions established in applicable law. If the Licensee chooses to terminate this License pursuant to this provision, this License shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing license agreements to continue until the date of expiration provided in any existing license.

15.8 Notices. Unless otherwise provided by federal, State, or local law, all notices pursuant to this License shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally

or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice serviced upon the Issuing Authority shall be delivered or sent to:

Every notice served upon Licensee shall be delivered to the following address or such other address as Licensee may specify in writing to the Issuing Authority:

Director, Government Affairs
Charter Communications
301 Barber Avenue
Worcester MA 01606

Copy to: Charter Communications
Attn: Vice President, Local Government Affairs & Franchising
601 Massachusetts Avenue NW, Suite 400W
Washington, DC 20001

15.9 Public Notice. Minimum public notice of any public meeting relating to this License shall be as provided by 207 CMR 2.02.

15.10 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.

15.11 Entire Agreement. This License and any exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority and they supersede all prior or contemporaneous agreements, representations, or understandings (whether written or oral) of the parties regarding the subject matter hereof.

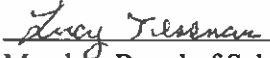
15.12 Effective Date. The License granted herein shall take effect and be in full force from such date of acceptance by the Licensee as recorded on the signature page of this License.

15.13 No Third Party Beneficiaries. Nothing in this License is intended to confer third-party beneficiary status on any Person other than the parties to this License to enforce the terms of this License.

Considered and approved this 26th day of December, 2023.

Town of Oakham


Chairman, Board of Selectmen


Member, Board of Selectmen


Member, Board of Selectmen

Accepted this 27th day of February, 2024, subject to applicable federal and State law.

Spectrum Northeast, LLC
By: Charter Communications, Inc., its Manager

Signature: 
Paul Abbott, VP, Local Govt Affairs & Franchising