

CHARTER FRANCHISE AGREEMENT

This Franchise Agreement is between the Town of Oakham, hereinafter referred to as the "Franchising Authority" and Charter Communications Entertainment I, LLC d/b/a Charter Communications, hereinafter referred to as the "Grantee."

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

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

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

WHEREAS, the Franchising Authority and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Franchise Authority and Grantee agree as follows:

SECTION 1
Definition of Terms

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

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

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

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority franchise hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this

Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in subsection 15.7, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

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

The Franchising Authority shall negotiate in good faith to address the concerns of the Grantee.

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

Authority. In the event of any conflict between this Franchise and any Franchising Authority ordinance or regulation, this Franchise will prevail.

2.5 Cable System Franchise 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 Franchise.

SECTION 3

Franchise Renewal

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

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Franchising Authority, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Franchising Authority, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determined in good faith that the Licensee cannot represent its interests, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the

foregoing, the Grantee shall not be obligated to indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System, including any PEG channels.

Indemnification under this provision shall be contingent upon the Issuing Authority giving to a Licensee such reasonable notice as not to prejudice the Licensee's ability to defend the Issuing Authority or Town.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

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

- B. The Franchising Authority shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Franchising Authority with current certificates of insurance evidencing such coverage.

SECTION 5

Subscriber Rights and Consumer Protection

5.1 Customer Service Hours and Telephone Response Service

The 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 Billing Practices Information And Procedures

- (a) The 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.
- (b) 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.

5.3 Notification Of Rates And Charges

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.

5.4 Disconnection 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.

5.5 F.C.C. Customer Service

The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c). The Town may, upon written request, receive a quarterly report of the Licensee's telephone statistics in order to measure the Licensee's compliance with reasonable telephone standards. Should the Town, in writing, request clarification of the Licensee's telephone report, the 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 the Licensee to meet a reasonable telephone response standard.

5.6 Response to Service Calls and Service Complaints

- (a) Licensee shall meet or exceed F.C.C. Customer Service Standards when responding to all complaint calls or requests for service.
- (b) Licensee shall ensure that there are stand-by personnel on-call at all times after normal business hours.
- (c) Licensee shall respond to System Outages as soon as practicable, twenty-four (24) hours a day seven (7) days a week.
- (d) Nothing herein shall be construed to require Licensee to violate applicable provisions of federal and Massachusetts Law concerning Subscriber privacy.

5.7 Complaint Resolution Procedures

- (a) In compliance with law, the Licensee shall establish a procedure for resolution of billing disputes and other complaints by Subscribers. The 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.
- (b) 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 the Licensee, provided said Subscribers have made good faith effort to comply with the procedures specified in Section 5.7(a) above for the resolution of complaints.

- (c) 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 the Licensee's procedures for the resolution of complaints.

5.8 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.

5.9 Employee and Agent Identification Cards

All of the 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 the Licensee.

5.10 Protection of Subscribers Privacy

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

5.11 Parental Control

Upon request, and at no separate additional charge, the Licensee shall provide customers with the capability to control the reception of any channel on the Cable System. That the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

5.12 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. Licensee shall comply with all Federal and State Regulations concerning non-discrimination.

5.13 Notification of Service Procedures

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

SECTION 6

Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least twenty (20) residences per mile as measured from Grantee's closest existing Cable System plant; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of this License, or are located on Public Ways; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Grantee may elect to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

6.2 Service to New or Previously Unserved Single Family Dwellings. The Grantee shall offer Cable Service to all new homes or previously unserved single dwellings located within two

hundred fifty (250) feet of Grantee's feeder cable at its published rates for standard Installation.

Longer aerial drops and underground drops shall be priced based on cost.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Franchising 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 Grantee at least 30 days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee 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 Grantee 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 Grantee.

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 Grantee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

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

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

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

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee 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 Franchising Authority is obtained, which approval shall not be unreasonably withheld.

8.2 Underground Construction. The facilities of the Grantee 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 Grantee 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 Franchising Authority, the Grantee shall likewise place its facilities underground. In the event that the Franchising Authority or any agency thereof for the placement of cable underground or the movement of cable reimburses any telephone or electric utilities, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Permits. To the fullest extent permitted by law, the Franchising Authority shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee 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 Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee 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 Franchising Authority to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Franchising Authority for restoration and repair, unless such acts amount to gross negligence by the Franchising Authority.

8.7 Tree Trimming. In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the cable system, the Licensee shall avoid damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall be done except upon a permit in writing from the Town Department of Public Works or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. Licensee shall secure the permission of the property owner prior to reasonable tree trimming of trees on private property.

8.8 Relocation for the Franchising Authority. The Grantee 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 Grantee when lawfully required by the Franchising Authority pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Franchising Authority rights-of-way are responsible for the costs related to their facilities.

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

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

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

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

SECTION 9

Service And Rates

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

9.2 Notification of Service Procedures. The Grantee 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 Grantee's name, address and local telephone number. Grantee shall give the Franchising Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

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

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

9.5 Senior Citizens Discount

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

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

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

SECTION 10

License Fee

10.1 Amount of Fee.

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

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

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

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

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

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be transferred or assigned, without the prior consent of the Franchising 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 Grantee in the Franchise or Cable System to secure indebtedness, consistent always with governing law and case interpretation. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

11.2 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by the Grantee, consistent always with governing law and case interpretation, or any Person that owns or controls the Grantee. Grantee shall notify the Franchising Authority thirty (30) days prior to any such sale, assignment or transfer and must comply with all terms and conditions of this License.

SECTION 12

Records, Reports And Maps

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

12.2 Records Required.

The Grantee shall at all times maintain:

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

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

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

SECTION 13

Community Programming

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

municipal or public school buildings provided the drop is aerial and does not exceed 250' in length.

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

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

13.4 Public, Educational And Governmental Access Equipment/Facilities Fund And Annual Grant The Licensee shall provide one-time cash payment to the Town's special PEG Access account in the amount of two thousand five hundred dollars (\$2,500) to be used to purchase, lease, and/or improve PEG Access equipment and facilities. Said payment shall be made no later than ninety (90) days after the execution date of this License.

In no case shall said payment described in Sec. 13.4 be counted against the annual PEG Access payment infra or any License Fee required infra or any other fees or payments required by law. This annual grant shall be considered as an external cost for the purposes of rate regulation and shall be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement.

For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority for PEG operations and related purposes in the amount of one thousand five hundred dollars (\$1,500) directly to a special PEG Account, not the general fund. The first such

annual cash grant under this License will be made not later than March 31, 2014. Thereafter the Licensee shall make all subsequent annual cash grants no later than March 31st of each year for the term of this License

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

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

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

13.7 Access Coordinator The Town shall designate a PEG Access Coordinator who shall be responsible for PEG operations, equipment purchase, equipment maintenance and management, production training, and other duties as assigned by the Issuing Authority.

SECTION 14

Enforcement Or Revocation

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

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in subsection 14.1 to (i) respond to the Franchising Authority,

contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the notice received from the Franchising Authority pursuant to the procedures set forth in subsection 14.2, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Franchising Authority shall provide the Grantee 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 Franchising Authority in a newspaper of general circulation within the Franchising Authority in accordance with subsection 15.5 hereof.

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

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.
- D. Invoke monetary payments as provided by Section 14.6 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee 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 Franchising Authority has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee 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 Franchise.

- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*.

Section 14.6 – Enforcement—Monetary Payments.

- A. If the Grantee fails to require any obligation under this Renewal License, and such breach of the Renewal License is insufficient to warrant revocation, the Issuing Authority may assess the Grantee, and the Grantee agrees to pay to the Issuing Authority, subject to the full due process and notice and opportunity to cure provisions set forth in Section 14.1-14.3, a monetary payment in accordance with the schedule of payments set forth below;
- B. Within thirty (30) days of receipt of a notice that the Grantee has failed to comply with a provision of the Renewal License pursuant to this section, and after notice and opportunity to cure according to the provisions set forth in Sections 14.1-14.3 herein, the Grantee shall pay the full amount prescribed in this section to the Issuing Authority. Any such monetary payment shall be assessed as of the date the Grantee receives written notice, by certified mail, of the provisions which the Issuing Authority has determined are in default, provided that the Issuing Authority made a determination of default pursuant to Section 14.1-14.3 above;

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- C. Pursuant to this section, the following monetary payments shall apply:
- (i) failure to construct the System and make Service available to all qualifying residents pursuant to Section 6, Fifty Dollars (\$50) per day for each day that such violation continues
 - (ii) in the event that the license fee or franchise fee required herein is not tendered on or before the dates fixed by Sections 10.1 and 13.3, respectively, the interest due on such fee shall accrue from the date due, at the annual prime interest rate.
 - (iii) for failure to provide insurance, indemnity or bond, as required by Section 4, One Hundred Dollars (\$100) per day for each day that such violation continues.
 - (iv) for failure to comply with FCC Customer Service obligations and Signal Quality obligations and/or Massachusetts Billing Practice Standards, in accordance with Sections 5.1, 5.2 and 5.5, Fifty Dollars (\$50) per day for each day that such violation continues
- D. The Grantee further agrees that such monetary payments are within one or more of the exclusions of the term "franchise fee" found at Section 6.22(g)(2)(A)-(D) of the Federal Cable Act; and
- E. No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License, or under any statute, law or ordinance, shall preclude the availability of injunctive relief or revocation remedies available under all applicable laws."

SECTION 15

Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, on in noncompliance with the provisions of the Franchise, 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 Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

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

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

15.3 Notices. All notices from Grantee to the Franchising Authority pursuant to this Franchise shall be to the Clerk of the Franchising Authority. Grantee shall maintain with the Franchising Authority, throughout the term of this Franchise, an address for service of notices by mail.

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

15.5 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise 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 Franchise.

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

15.7 Effective Date. The effective date of this Franchise is JANUARY 3, 2014 pursuant to the provisions of applicable law. This Franchise shall expire on JANUARY 2, 2024, unless extended by the mutual agreement of the parties.

Considered and approved this 10 day of December, 2013

Town of Oakham


Chairman, Board of Selectmen


Member, Board of Selectmen


Member, Board of Selectmen

Accepted this ^{3RD}10 day of ^{JANUARY}December, ²⁰¹⁴2013, subject to applicable federal, state and local law.

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


Signature: 
Mark E. Brown
Vice President, State Government Affairs

Exhibit A

Notices and Requests. Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to:

Town Clerk
Town of Oakham
2 Coldbrook Road
Oakham, MA 01068

Or to such other persons or such other addresses as the Issuing Authority may specify in writing to the Licensee.

Every notice and/or request to be served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to:

Vice President/General Manager
Charter Communications Entertainment I, LLC
I/k/a Charter Communications
95 Higgins Street
Worcester, MA 01606

With copies to:

Charter Communications
Attn: General Counsel
12405 Powerscourt Drive
St. Louis, MO 63131

Or to such other persons or such other addresses as the Licensee may specify in writing to the Issuing Authority.