
TOWN OF SOUTHBOROUGH

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

SPECTRUM NORTHEAST, LLC

d/b/a

Time Warner Cable Northeast LLC in Massachusetts

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CHARTER – RENEWAL LICENSE AGREEMENT

This Renewal License Agreement is between the Board of Selectmen of the Town of Southborough, hereinafter referred to as the “Issuing Authority” and Spectrum Northeast, LLC doing business as Time Warner Cable Northeast LLC in Massachusetts, an indirect subsidiary of Charter Communications, Inc., hereinafter referred to as the “Licensee.”

WHEREAS, the Issuing Authority of the Town of Southborough, 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 Southborough 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.
- F. "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.
- G. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles ("GAAP"), received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Licensee from Subscribers for pass-through to a government agency, including the FCC User Fee and the License Fee (or any other franchise fee as defined by federal law); (2) unrecovered bad debt; (3) any exclusions required under applicable State law and (4) any PEG fees recovered from Subscribers.
- H. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' premises.

- I. "Issuing Authority" shall mean the Board of Selectmen of the Town of Southborough, Massachusetts, or its designee.
- J. "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.
- K. "Licensee" shall mean Spectrum Northeast, LLC doing business as Time Warner Cable Northeast LLC in Massachusetts, or its lawful successor, transferee, or assignee.
- L. "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.
- M. "Person" shall mean an individual, partnership, association, organization, corporation, trust, or government entity.
- N. "Public, Educational and Governmental (PEG) Access Channel" shall mean a video channel which the Licensee shall make available to the Town and designees of the Town for the purpose of transmitting noncommercial, locally produced programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- O. "Service Area" shall mean the entire geographic boundaries of the Town, subject to the exceptions in section 6.1.
- P. "Standard Installation" shall mean an Installation to residences and buildings that are located up to 150 aerial feet from the point of connection to Licensee's existing distribution system.
- Q. "State" shall mean the Commonwealth of Massachusetts.
- R. "Street" or "Streets" shall include each of the following located within the Town: 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.

- S. "Subscriber" shall mean any Person who is billed for and authorized to receive Cable Service from the Licensee.
- T. "Town" shall mean Southborough, 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 five (5) 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 Town 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 Town 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 Town, that materially contradict the applicable provisions of this License that the parties are unable to resolve, the dispute will be reviewed by a court of competent jurisdiction. 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 Town or be allowed to operate without a Cable System License.

2.5 Removal or Abandonment. Upon termination of this Renewal License or of any renewal thereof by passage of time or otherwise the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

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 sufficient notice of its obligation to indemnify and defend the Issuing Authority after receipt of a claim for which indemnification is sought to avoid the entry of a default judgment. For the purposes of this Section 4.1, “sufficient notice” shall mean notice provided within thirty (30) days of receipt of the claim, or at least ten (10) days prior to the legal deadline for submitting a response to the claim if such a deadline exists. 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 Town shall cooperate fully herein. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town 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 Town 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. All liability insurance shall be written on an “occurrence basis”.

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

D. The Licensee shall furnish the Issuing Authority with current certificates of insurance evidencing such coverage within sixty (60) days of the Effective Date and upon written request thereafter.

- E. Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.
- F. All insurance shall be primary to any insurance coverage the Town may have.
- G. Neither this Section 4.2, nor the provision of insurance or insurance proceeds pursuant to this Section 4.2 shall limit the liability of the licensee pursuant to this Renewal License.

4.3 Performance Bond.

The Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of ten thousand dollars (\$10,000.00) conditioned on the following terms:

(1) The satisfactory operation of the Cable System in accordance with the provisions of M.G.L. c. 166A §§ 5(a), (m) & (n) and this License.

(2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A § 5(g) ;

(4) The indemnification of the Town in accordance with M.G.L. c. 166A § 5(b);

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

(6) Substantial compliance with material terms of license.

This bond may be terminated or cancelled by Surety by thirty (30) days prior notice in writing to Principal and to Obligee at the end of the term of the current License or earlier if the bond can be terminated due to a change in state or federal law. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. No claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within (12) months after the effective date of any termination or cancellation of this bond. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

SECTION 5
Service Obligations
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.

Subject to and in accordance with applicable F.C.C. rules, the Licensee shall inform the Issuing Authority of all rates and charges for Cable Service, and all terms and conditions relating thereto, and 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 applicable regulations of the F.C.C..

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).

5.6 Employee And Agent Identification Cards.

All of the Licensee's employees and agents entering upon private property in the Town, 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.

5.7 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).

5.8 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 with respect to customers or prospective customers in the Town.

5.9 Right to Receive Written Bill. Pursuant to Massachusetts State Billing Practices at 207 CMR 10.04(3), Charter shall provide any subscriber, upon request, a written statement of account for each billing period, and/or a final bill at the time of disconnection.

SECTION 6

Service Availability

6.1 Service Area. The Licensee shall make Cable Service distributed over the Cable System available to all residents of the Town within seven (7) days of a request provided any such resident is capable of being served by a Standard Installation and provided, further that (i) all such homes are on the Public Way or Private Ways (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary. To the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a Standard or non-standard installation, as may be applicable. The Licensee may elect to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

6.2 Standard Drops.

- (a) Any dwelling unit within 150 aerial feet of the Cable System distribution plant shall be entitled to a Standard Installation rate, and the additional costs associated with completing installations located more than 150 aerial feet from the Cable System distribution plant or any installation requiring underground construction shall be charged to the Subscriber, after provision of a written itemization, in accordance with Licensee's policies concerning non-standard installation.
- (b) The Licensee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty (20) residences per linear strand mile of aerial cable (excluding any residence already passed by the Cable System) as measured from Licensee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). Licensee shall not be obligated to provide service to any area where it is uneconomic or technically infeasible to do so.
- (c) No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.2(b) above, the Licensee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the

capital costs of extending the Cable System. The Grantee 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; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then, should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Licensee.

SECTION 7
Construction and Technical Standards

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

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

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

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

7.5 Performance Monitoring.

Licensee shall test the Cable System consistent with the FCC regulations.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, 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, to the extent permitted by law, 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, to the extent permitted by law, 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.

Whenever the Licensee excavates, opens or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. For the purpose of this section, "reasonable expense" shall provide for restoration to a condition similar to the original condition.

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. In installing, operating, and maintaining equipment, cable and wires, it shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along the routes authorized by the Issuing Authority.

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”).

8.12 Private Property.

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

8.13 Reservation of Rights.

Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Licensee or by the Town of any legal rights which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions.

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 Credits For Service Interruption.

Pursuant to 207 CMR, Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. Pursuant to 207 CMR, if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR. Any subscriber so affected shall report the outage to Licensee within 30 days of such outage.

9.5 Publication And Non-Discrimination.

All rates for residential Cable Service shall be published and non-discriminatory, although discounts may be made available to senior citizens and/or handicapped Subscribers, or through bulk accounts. A written schedule of all rates shall be available upon request during Normal Business Hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

SECTION 10
License Fees

10.1 License Fee. Pursuant to M.G.L. Chapter 166A § 9, the Licensee shall pay to the Town, 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 Town 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 Town 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 Town throughout the term of this License, not later than March 15th of each year, unless otherwise required by applicable law.

10.4 Other Payment Obligations and Exclusions

(a) Subject to applicable law, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Licensee shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law.

10.5 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.

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

12.2 Records Required. The Licensee shall at all times maintain all records according to State and FCC regulations:

- (1). A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- (2). A full and complete set of strand maps showing the location of the Cable System.

12.3 Inspection of Records. Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice, to examine during normal business hours and on a 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
Community Programming

13.1 PEG Access Channels. The Licensee shall provide three (3) Channels on the Cable System for use by the Town for the purpose of transmitting noncommercial, locally produced programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

13.2 PEG Transmission. The Issuing Authority hereby authorizes the Licensee to transmit PEG programming within and without the Town's jurisdictional boundaries. The Licensee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG channel provided under this License is not being utilized by the Town, the Licensee may utilize such PEG Channel, in its sole discretion, upon 180 day's written notice, and only until such time as the Town elects to utilize the PEG channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide the Licensee with one hundred twenty (120) days' written notice of such request.

13.3 Public, Educational and Governmental Access Support.

(a) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority for PEG operations in the amount of five percent (5%) of GAR directly to a special PEG Account, not the general fund. The first such annual payment shall be made no later than ninety days (90) after the Execution date of this License. Thereafter the Licensee shall make all subsequent annual cash grants no later than March 31st of each year. In no case shall this payment be counted against any franchise or license fee. This grant shall be considered as an external cost for the purposes of rate regulation and may be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

(b) Licensee shall pay the sum of Nineteen Thousand Dollars (\$19,000.), in five (5) equal payments of Three Thousand Eight Hundred Dollars (\$3,800), annually, to the the Issuing Authority, or its Designee. The first payment will be due ninety (90) days after execution of this Renewal License, and each successive payment will be due annually on the anniversary of that date. This funding is to be used for PEG Capital purposes in accordance with applicable law.

(c) Upon request of Licensee the Issuing Authority shall prepare an annual report for the preceding calendar year which records how the annual payment for PEG operations was spent, and what amount remained unspent at the end of the calendar year. This report shall be submitted to the Licensee annually within thirty (30) days of payment of the annual PEG grant.

13.4 Additional PEG Support. The Licensee shall provide, within sixty (60) days of the Effective Date, a one-time payment of five thousand dollars (\$5,000.00) to enable the Town and/or its PEG Access Designee to purchase two (2) IP encoders (or other similar equipment) for use on an IP network furnished and operated by the Town and/or the PEG Access Designee. The Town and/or the PEG Access Designee shall own said IP encoders (or other similar equipment).

13.5 Recovery of Costs. To the extent permitted by federal and State law, the Licensee shall be allowed to recover the costs of the annual PEG access support franchise fee payments, and any other costs, including interconnection costs, arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

13.6 Indemnity for PEG. The Issuing Authority or its designee shall require all local producers and users of any of the PEG facilities or channels to agree in writing to authorize the Licensee to transmit programming consistent with this License and hold harmless and defend the Licensee and the Town from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of a PEG facility or channel. The Issuing Authority shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this License.

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, including sending the Issuing Authority a time line for cure, and a written status report every thirty (30) days until cure. Failure to strictly follow the requirements of this section shall constitute a separate breach, which the enforcement of which shall entitle the Issuing Authority to by-pass the steps in ¶¶14.1 and 14.2 and proceed directly to a public hearing for that offence under ¶14.3.

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 twenty (20) 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 material noncompliance by the Licensee, including one or more instances of substantial noncompliance with a material provision of the License as set forth in Section 14. The notice shall set forth the exact nature of the noncompliance. The Licensee shall have thirty (30) 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 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 Town, or abandon the Cable System in place.

14.6 Notice of Legal Action. Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

14.7 No Waiver.

(a) Neither failure on the part of the Issuing Authority, the Town or the Licensee to exercise nor delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall either single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

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 licensed provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Issuing Authority to provide such services using facilities located wholly or partly within the public rights-of-way of the Town, and if the conditions imposed on such other competing licensed provider are less burdensome than those imposed upon Licensee, the Issuing Authority shall within thirty (30) days of a written request from Licensee begin the license amendment process as provided by Massachusetts laws and regulations, and will in a timely manner complete the amendment of this license to insure that the obligations applicable to Licensee are no more burdensome than those imposed on the new competing licensed provider. 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 USC sec. 545.

15.6 Notice to Licensee. Licensee shall provide written notice to Grantee 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 Administration of License. This License is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained

herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Issuing Authority and the Licensee.

15.10 No Recourse Against The Issuing Authority. Pursuant to Section 635A (a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, member, employee or agent, other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

15.11 Jurisdiction. All provisions in this License shall apply to the Town, the Licensee and their successors and assigns. Jurisdiction and venue over any dispute, action or suit arising from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located and, subject to the parties right to remove, the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

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

15.13 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.

15.14 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.

15.15 Effective Date. The License granted herein shall take effect and be in full force as of September 30, 2020,


15.16 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 6th day of October, 2020.


TOWN OF SOUTHBOROUGH

Martin F. Healey
Chairman, Board of Selectmen


Lisa M. Braccio
Vice Chair, Board of Selectmen


Sam Stivers
Member, Board of Selectmen


Brian E. Shea
Member, Board of Selectmen


Chelsea Marie Malinowski
Member, Board of Selectmen

Accepted this 10 day of November, 2020, subject to applicable federal and State law.

Spectrum Northeast, LLC

By: Charter Communications, Inc., its Manager

Signature: 

#731797v3/SBOR/0026

