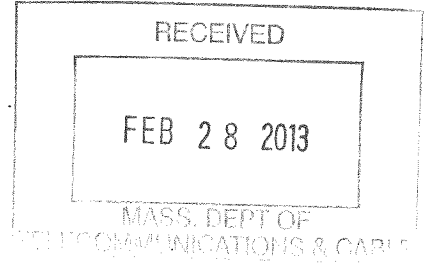


EFFECTIVE DATE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_



TOWN OF WEST BOYLSTON

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

d/k/a

Charter Communications

<b>1</b>	<b>DEFINITION OF TERMS</b>	<b>7</b>
1.1	Terms	7
<b>2</b>	<b>GRANT OF FRANCHISE</b>	<b>9</b>
2.1	Grant	9
2.2	Term	9
2.3	Franchise Requirements For Other Franchise Holders.	9
2.4	Police Powers and Conflicts with Franchise	10
2.5	Cable System Franchise Required	10
<b>3</b>	<b>FRANCHISE RENEWAL</b>	<b>11</b>
3.1	Procedures for Renewal	11
<b>4</b>	<b>INDEMNIFICATION AND INSURANCE</b>	<b>12</b>
4.1	Indemnification	12
4.2	Insurance	12
4.3	Performance Bond	13
<b>5</b>	<b>SUBSCRIBER RIGHTS AND CONSUMER PROTECTION</b>	<b>14</b>
5.1	Customer Service Hours and Telephone Response Service	14
5.2	Initial Installation And Service Call Procedures In Wired Areas	14
5.3	Subscriber Solicitation Procedures	14
5.4	Billing Practices Information And Procedures	14
5.5	Notification Of Rates And Charges	14
5.6	Disconnected and Termination Of Cable Services	14
5.7	Response To Service Calls And Service Complaints	15
5.8	Complaint Resolution Procedures	15
5.9	Change Of Service	15
5.10	Employee And Agent Identification Cards	15
5.11	F.C.C. Customer Service	15

5.12	Protection Of Subscribers Privacy	1615
5.13	Parental Control	16
5.14	No Discrimination.	16
5.15	Notification of Service Procedures	16
5.16	Information With Respect To Viewing Habits And Subscription.	16
5.17	Subscriber's Right To Inspect And Verify Information.	16
<b>6</b>	<b>SERVICE AVAILABILITY</b>	<b>17</b>
6.1	Service Area	17
6.2	Standard Drops	17
6.3	New Development Underground	17
6.4	Commercial Establishments	17
6.5	Inspections	17
<b>7</b>	<b>CONSTRUCTION AND TECHNICAL STANDARDS</b>	<b>18</b>
7.1	Compliance with Codes	18
7.2	Construction Standards and Requirements	18
7.3	Safety	18
7.4	Network Technical Requirements	18
7.5	Performance Monitoring	18
7.6	Performance Evaluations.	18
<b>8</b>	<b>CONDITIONS ON STREET OCCUPANCY</b>	<b>19</b>
8.1	General Conditions	19
8.2	Underground Construction	19
8.3	Permits	19
8.4	System Construction	19
8.5	Restoration of Streets	19
8.6	Removal in Emergency	19
8.7	Tree Trimming	20
8.8	Relocation for the Franchising Authority	20

8.9	Relocation for a Third Party	20
8.10	Reimbursement of Costs	20
8.11	Emergency Use	20
8.12	Private Property	20
8.13	Service Interruptions	20
8.14	Reservation of Rights	21
<b>9</b>	<b>RATES, CHARGES AND PROGRAMMING</b>	<b>22</b>
9.1	Rate Regulation	22
9.2	Continuity of Service	22
9.3	Senior Citizen Discount	22
9.4	Credits For Service Interruption	22
9.5	Basic Service	22
9.6	Programming	23
<b>10</b>	<b>FRANCHISE FEE</b>	<b>24</b>
10.1	Amount of Fee.	24
10.2	Payment of Fee	24
10.3	Other Payment Obligations and Exclusions	24
10.4	Audit and Limitation on Recovery	24
<b>11</b>	<b>TRANSFER OF FRANCHISE</b>	<b>26</b>
11.1	Franchise Transfer	26
11.2	Transfer to Affiliates	26
<b>12</b>	<b>RECORDS, REPORTS, TESTS AND MAPS</b>	<b>27</b>
12.1	Reports Required	27
12.2	Records Required	27
12.3	Inspection of Records	27
12.4	Subscriber Complaint Report	27
12.5	Service Interruption Report	27

12.6	Annual Performance Tests	27
<b>13</b>	<b>PUBLIC, EDUCATIONAL AND GOVERNMENT PROGRAMMING</b>	<b>28</b>
13.1	Service to Schools and Buildings	28
13.2	Limitations on Use	28
13.3	Public, Educational and Government Access Channels	28
13.4	Public, Educational And Governmental Access Equipment/Facilities Fund And Annual Grant	28
13.5	Equipment Ownership And Maintenance	29
13.6	Editorial Control	29
13.7	Access Coordinator	29
13.8	Mobile Production Van	29
13.9	Access Channel Origination	29
<b>14</b>	<b>ENFORCEMENT OR REVOCATION</b>	<b>31</b>
14.1	Determination Of Breach	31
14.2	Revocation Of Renewal License	31
14.3	Enforcement	31
14.4	No Waiver	32
14.5	Enforcement Penalties	32
<b>15</b>	<b>MISCELLANEOUS PROVISIONS</b>	<b>33</b>
15.1	Compliance with M.G.L. c166A, Section 5	
15.2	Force Majeure	33
15.3	Action of Parties	33
15.4	Notices	33
15.5	Public Notice	33
15.6	Severability	33
15.7	Acts or Omissions of Affiliates	34
15.8	Administration of Franchise	34

Town of West Boylston/Charter Communications Renewal License

<b>15.9</b>	<b>No Recourse Against The Issuing Authority</b>	<b>34</b>
<b>15.10</b>	<b>Jurisdiction</b>	<b>34</b>
<b>15.11</b>	<b>Captions</b>	<b>34</b>
<b>15.12</b>	<b>Entire Agreement</b>	<b>34</b>
<b>15.13</b>	<b>Effective Date</b>	<b>35</b>

## **CHARTER FRANCHISE AGREEMENT**

This Franchise Agreement is between the Town of West Boylston, hereinafter referred to as the "Franchising Authority" and Charter Communications Entertainment I, LLC I/k/a Charter Communications, hereinafter referred to as the "Licensee."

WHEREAS, the Issuing Authority of the Town of West Boylston, 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 West Boylston and

WHEREAS, the Franchising Authority finds that the Licensee believes it has substantially complied with the material terms of the current Franchise under applicable laws, despite some concerns by the CTAC regarding such issues as the reporting of consumer complaints, and the financial, legal and technical ability of the Licensee appears to be sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

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

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

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

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

# **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.

1. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act
2. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
3. Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable
4. "Educational Access" shall mean the programming, channels and facilities allocated to the Town of West Boylston for educational use in accordance with this agreement and with the Cable Act.
5. "Execution date" shall mean the date when both parties execute the License.
6. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
7. "Franchise Authority or Issuing Authority" shall mean the Board of Selectmen, Town of West Boylston.
8. "Franchise" or "License" or "Renewal License" 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.
9. "Government Access" shall mean the programming, channels and facilities allocated to the Town of West Boylston for governmental use in accordance with this agreement and with the Cable Act.
10. "Licensee" shall mean Charter Communications Entertainment I, LLC I/k/a Charter Communications or its lawful successor, transferee or assignee.
11. "Gross Revenue" means all revenue allowed under the law and includes any revenue received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area including home shopping and advertising, 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; (2) un-recovered bad debt; and (3) any Franchise Fee, PEG or I-Net amounts recovered from Subscribers.
12. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.
13. "Multichannel Video Programming Provider (MVPP)" As defined by the FCC, any provider of multiple channel video service to the home, including but not limited to, Cable Television Service, direct broadcast satellite service ("DBS"), multi-channel multi-point distribution service ("MMDS"), and Open Video Service ("OVS").
14. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.



15. "Public Access" shall mean the programming, channels and facilities allocated to the Town of West Boylston for public use in accordance with this agreement and with the Cable Act.
16. "Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior/middle high school, and high school.
17. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Franchise Authority as the address to which notice should be transmitted to it.
18. "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.
19. "State" shall mean the Commonwealth of Massachusetts.
20. "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 Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System..
21. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.

## **2 Grant of Franchise**

### **2.1 Grant**

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Board of Selectmen as the Issuing Authority of the Town of West Boylston, Massachusetts ("Town"), shall grant a non-exclusive renewal Cable Television License to Charter Communications Entertainment I, LLC ("Licensee") a corporation established for such purpose, authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the Town of West Boylston, Massachusetts. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of Cable Division, the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

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

### **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 15.14, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

### **2.3 Franchise Requirements For Other Franchise Holders.**

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

(b) If any other provider of cable services or video services (without regard to the technology used to deliver such services) is licensed, the Issuing Authority shall within thirty (30) days of a written request from Licensee, conduct a public hearing to determine whether the obligations applicable to Licensee are no more burdensome than those imposed on the new competing provider. If the Issuing Authority finds that competitive inequities exist, it shall have ninety (90) days to work with Licensee to amend the license accordingly.

## **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, except as applying to the lawful police powers of the Town, the terms of this Franchise will apply. 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. Nor may the Franchisee 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 Licensee and the Franchising Authority. In the event of any conflict between this Franchise and any Issuing 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 and in accordance with state and federal regulations.

### **3 Franchise Renewal**

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

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

## **4 Indemnification and Insurance**

### **4.1 Indemnification**

The Licensee shall, by acceptance of the Franchise granted herein, defend the Issuing Authority, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence or intentional act(s) of Licensee, its officers, employees, agents or servants in the construction or operation of the Cable System, including any injury to any person or property as a result of the negligence or intentional act(s) of the Licensee 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 or settlement by the Licensee shall indemnify and hold the Town, its Issuing Authority, officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, judgments and costs arising out of the construction or operation of the Cable System, including any injury to any person or property as a result of the negligence or intentional act(s) of the Licensee 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. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Issuing Authority for any damages, liability or claims resulting from the willful misconduct or gross negligence of the Issuing Authority or for the Issuing Authority's use of the Cable System, including any PEG channels.

(i) 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.

(ii) If the Licensee is obligated to defend and indemnify the Town against such claims or actions, the Licensee shall in its sole discretion control such defense, compromise or settlement or other resolution or disposition of such claim or proceeding. The Licensee agrees to make every effort to include the Town in the participation of any such compromise, settlement or other such resolution or disposition of such claim or proceeding. In the event the Town determines its interests cannot be represented in good faith by the Licensee, the Town may otherwise seek legal representation;

(iii) The Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

### **4.2 Insurance**

A. The Licensee 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 Licensee shall furnish the Franchising Authority with current certificates of insurance evidencing such coverage.

### **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 twenty thousand dollars (\$20,000.00) 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) and as approved by the Issuing Authority and Superintendent of Streets of the Town;

(3) The slighty preservation of trees and the vegetation in accordance with M.G.L. .c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;

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

(5) The satisfactory removal of the cable system in accordance with M.G.L. .c. 166A § 5(f) and within six

(6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.

Said bond shall be a continuing obligation throughout the entire term of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

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

The Licensee shall provide Cable Service to those residents whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within seven (7) business days of receipt of the request and deposit for standard aerial installations, provided that such request for service involves a standard installation. In arranging appointments for cable installation work or service calls, the Licensee shall make its reasonable best efforts to specify to the resident, in advance, whether installation or service will occur in the morning or afternoon hours. The Licensee shall make reasonable efforts to install or perform service at times convenient to residents, including times other than 9:00 a.m. to 5:00 p.m. weekdays. Failure to install within fourteen (14) days, or to make a service call as scheduled, without just cause or resident fault, shall require the Licensee to automatically offer a priority cable installation or service call to the affected resident at a time mutually agreeable to the Licensee and such affected resident, but in no case later than three (3) working days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

### **5.3 Subscriber Solicitation Procedures**

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

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

(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.

### **5.5 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.

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

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

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

(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.

### **5.8 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.

### **5.9 Change Of Service**

Upon notification by a Subscriber to disconnect or downgrade a Basic or Premium Service, the Licensee shall cease and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date.

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

All of 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.

### **5.11 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.



**5.12 Protection Of Subscribers Privacy**

The Licensee shall comply with all privacy provisions contained in applicable laws, including, but not limited to, the provisions of 47 U.S.C. § 551.

**5.13 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.

**5.14 No Discrimination.**

Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Licensee shall comply with all Federal and State Regulations concerning non-discrimination.

**5.15 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 Franchising Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**5.16 Information With Respect To Viewing Habits And Subscription.**

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

**5.17 Subscriber's Right To Inspect And Verify Information.**

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

b) A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

c) A Subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to Licensee's General Manager.

## **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, however, that (i) all such homes are on the Public Way or a Private Way (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Licensee may elect to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law. In supplying Cable Service in accordance with this paragraph, all economically feasible efforts will be made to give all residences the same channel line-up.

### **6.2 Standard Drops**

A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty-five feet (125') of the Licensee's feeder cable. Longer aerial drops greater than one hundred twenty-five feet (125') and underground drops shall be priced based on additional actual costs incurred in the installation.

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

### **6.4 Commercial Establishments**

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

### **6.5 Inspections**

The Issuing Authority or its designee shall have the right to inspect the plant, equipment or other property of the Licensee within the Town upon reasonable notice. The Licensee shall fully cooperate in such inspections.

## **7 Construction and Technical Standards**

### **7.1 Compliance with Codes**

Licensee shall construct and maintain a minimum 750 MHz Cable System in accordance with applicable technical standards and standards generally observed by the cable television industry. During the term hereof, the Licensee shall comply with all applicable FCC statutes, regulations and standards, including those relating to the quality of signals transmitted over the Cable System. The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with the Massachusetts Electrical Code, the National Electric Code, the National Electrical Safety Code, the National Electrical Code of the National Fire Protection Association, the National Cable Television Association Safety Manual, the rules and regulations of the FCC and the MDTE, building and zoning codes, and land use restrictions as the same exist or may be amended hereafter. The Licensee shall resolve any conflicts between said codes in accordance with applicable law and regulations.

### **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 time 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.

### **7.6 Performance Evaluations.**

The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the effective date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, new technologies and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with sixty (60) days, advance written notice of such performance evaluation session.

## **8 Conditions on Street Occupancy**

### **8.1 General Conditions**

Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Franchising 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 Franchising Authority, the Licensee shall likewise place its facilities underground.

### **8.3 Permits**

The Franchising Authority shall cooperate with the Licensee in securing any permits to the fullest extent permissible by law. Failure on the part of the Licensee to acquire a necessary permit because the Town is legally prevented from doing so shall not constitute a violation of this Renewal License.

### **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 Licensee shall, at all times, employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such public way.

### **8.5 Restoration of Streets**

Licensee shall, at its own expense, restore any damage or disturbance caused to a street as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Street immediately prior to such damage or disturbance to such standard as required of utilities operating within the Town.

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 Franchising Authority to remove any of the Licensee's facilities, no charge shall be made by the Licensee 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 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 Licensee when lawfully required by the Franchising 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 Franchising 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 Franchising 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 paid by any such person benefiting from 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 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 Licensee 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 Licensee.

### **8.11 Emergency Use**

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

### **8.12 Private Property**

The Licensee shall be subject to applicable law regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System. Pursuant to 47 U.S.C. § 541(a)(2), Licensee is authorized herein to install, construct, operate, maintain and remove its facilities in easements which have been dedicated to compatible uses, subject to the conditions of applicable law.

### **8.13 Service Interruptions**

Except where there exists an emergency necessitating a more expeditious procedure, Licensee shall use reasonable efforts to interrupt service for the purpose of system construction, routine maintenance or testing the Cable System only during period of minimum use.

**8.14 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.