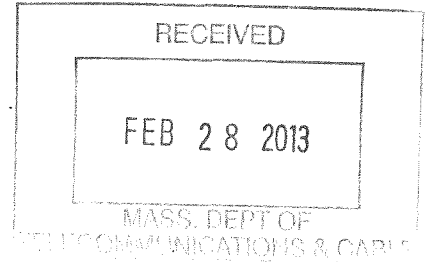


EFFECTIVE DATE: _____

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

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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.

9 Rates, Charges And Programming

9.1 Rate Regulation

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

9.2 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.

9.3 Senior Citizen Discount

(a) Current Subscribers receiving a Senior Citizen Discount as of the Execution Date of this Renewal License shall continue, throughout the term of this License, to receive an equivalent discount to that set forth in subsection (b), the following notwithstanding.

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

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

(d) To establish eligibility, a resident shall bring or mail a photocopy of a valid driver's license, birth certificate or other document definitively establishing age, plus a photocopy of documentation definitively establishing receipt by the resident at time of application for this discount of any one of the programs listed in (i)-(v) of Section 9.3(c). A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a Subscriber.

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 Basic Service

The Licensee shall provide a Basic Service, which shall include at least: (1) all broadcast television Signals in the West Boylston, Massachusetts area, which are required to be carried by a cable television system serving the Town pursuant to State or federal law, and the three (3) Downstream Channels for public, educational and governmental access use pursuant to section 13.3 supra.

9.6 Programming

Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of programming currently carried on the cable system. Pursuant to federal law, all programming decisions are at the sole discretion of the Licensee, and such programming may be modified or subject to change from time to time at Company's sole direction in accordance with applicable law.

10 Franchise Fee

10.1 Amount of Fee.

- a) Pursuant to MGL Chapter 166A §9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to \$0.50 per Subscriber per year, or such higher amount as may in the future be allowed pursuant to law. The number of Subscribers, for purposes of this section, shall be calculated as of December thirty-first of the preceding calendar year.
- b) In the event that the Town is permitted by Law to collect a license fee expressed as a percentage of gross annual revenue in the future, the Licensee shall (i) immediately commence paying such a percentage license fee to the Town in accordance with applicable Law and based on the Licensee's gross annual revenues from the Cable System; and (ii) file with the Issuing Authority, with each such percentage license fee payment, a statement certified by a financial officer of Licensee certifying that total of all gross annual revenues derived during the previous year.
- c) The Licensee shall not be liable for a total franchise fee pursuant to this Renewal License and applicable Law in excess of five (5) percent of its Gross Annual Revenues. Further, if in the future, license fee payments to the Town are based on a percentage of gross annual revenue and said payments are in excess of (5) five percent of Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of the annual access funding and operating support provided to Town by Licensee in order to stay within the five (5) percent of Gross Annual Revenues cap specified herein.

10.2 Payment of Fee

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

10.3 Other Payment Obligations and Exclusions

(a) 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 or any Affiliated Person or party shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such ~~taxes, fees~~ or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act (47 U.S.C. § 542(h)), it is the understanding of the parties hereto that nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a non-discriminatory tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

10.4 Audit and Limitation on Recovery

If the Issuing Authority, within twelve months of receipt, has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) business days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and re-computation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and re-computation. In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein,

Town of West Boylston/Charter Communications Renewal License

Licensee shall pay an interest charge, computed from such due date, at the annual rate of two percent (2%) over the prime interest rate. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment was received by the Town.

11 Transfer of Franchise

11.1 Franchise Transfer

The Franchise granted hereunder shall not be transferred or assigned, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving an applications in accordance with applicable law for transfer, the Franchising 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 Franchising Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days or any other time as specified by state or Federal law after receiving such request, consent by the Franchising Authority shall be deemed given.

If the Issuing authority lawfully denies its consent to any such transfer and a transfer is or has nevertheless been effected, the Issuing Authority may revoke and terminate this License.

In the event of a license transfer, the successor Licensee shall reimburse the Town for up to \$2000 of the Town's direct cost associated with the transfer.

11.2 Transfer to Affiliates

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

12 Records, Reports, Tests And Maps

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 Franchising 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 three (3) years.
- 2). A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records

Licensee shall permit any duly authorized representative of the Franchising Authority, upon receipt of advance written notice to examine during normal business hours and on a non-disruptive basis any and all records as is reasonably necessary to ensure Licensee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Licensee may organize the necessary books and records for easy access by the Franchising Authority. The Licensee shall not be required by this Renewal License to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. To the extent permitted by law, the Franchising Authority agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent such are deemed proprietary or confidential by applicable law or regulation and the Licensee make the Franchising Authority aware of such confidentiality. If the Franchising Authority believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise 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 Franchising 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.

12.4 Subscriber Complaint Report

In accordance with the regulations of the Cable Division, the Licensee shall submit annually a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee, no later than thirty (30) days after submission of the Form to the Division.

12.5 Service Interruption Report

The Licensee shall submit annually a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee, no later than - thirty (30) days after submission of the Form to the Cable Division.

12.6 Annual Performance Tests

Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on an annual basis, performance tests to ensure compliance with applicable technical specifications. The costs of such tests shall be borne exclusively by the Licensee.

13 Public, Educational and Government Programming

13.1 Service to Schools and Buildings

(a) Upon written request of the Issuing Authority, the Licensee shall provide one (1) Subscriber Network Drop, one (1) Outlet with Basic Service and expanded basic service, without charge, to municipal schools, police and fire stations, municipal libraries, and other municipal buildings specifically designated in writing by the Issuing Authority. Current outlets in the town offices (COA, Town Administrator's office and Cable Studio) will be maintained. In addition, upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, and Basic and Expanded Service without charge to newly constructed or newly occupied municipal or public school buildings. The Issuing Authority or its designee shall be responsible for the additional cost of a non-standard installation – an aerial installation in excess of two hundred fifty feet (250') feet from the Licensee's feeder cable, or an underground installation – based on additional actual costs incurred in the installation. The Licensee shall continue to provide, install and maintain free basic and expanded basic to all Municipal buildings being served at the inception of this agreement.

(b) Licensee will assist the Town with any installation should it move its Town offices or PEG studios.

(c) Licensee will make staff available to confer with the Town regarding public safety communications, if necessary.

13.2 Limitations on Use

The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System.

13.3 Public, Educational and Government Access Channels

The Licensee shall make available to the Issuing Authority or its designee(s) sufficient bandwidth and modulators for three (3) channels for PEG access-programming use. Modulators shall be replaced within first year of this agreement if they have not been replaced in the last five years. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted. Channels to be maintained by licensee and signal quality must be maintained within FCC standards.

13.4 Public, Educational And Governmental Access Equipment/Facilities Fund And Annual Grant

(a) The Licensee shall provide a one-time cash payment to the Town's special PEG Access account or Public Access corporation, if so designated by the Issuing Authority in writing, in the amount of one hundred thousand dollars (\$100,000) to be used to purchase, lease, and/or improve PEG Access equipment and facilities, as well as consideration to pay for PEG Access related service providers to promote the recording and cablecasting of PEG Access programming, or any other services as deemed necessary by the PEG Access Board. 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. Payment of this grant shall be made within ninety (90) days of the effective date of this Renewal License.

(b) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority, or its designee, for PEG operations in the amount which is two and one-half percent (2.5%) of the annual Gross Revenue received by the Licensee in the town of West Boylston for the prior calendar year 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 the equipment and facilities payment made pursuant to subparagraph (a) of this Section 13.4 above or 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.

(c) In the event that the License Fees herein required are not tendered on or before the dates fixed in sections 13.4(a) and (b) above, interest due on such fees shall accrue from the date at the rate of two percent (2%) above the annual Prime Rate as published by Bank of America or its successors.

d) 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.

13.5 Equipment Ownership And Maintenance

The Town shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG access equipment. Ownership of equipment currently used by the Town and owned by Licensee shall pass to the Town upon the effective date of the License in Section 15.14.

13.6 Editorial Control

Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable Law. In furtherance thereof, the Town will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law. Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion. Subject to policies developed by West Boylston Public Access TV (WBPA-TV), any recordings/products of WBPA-TV shall remain the sole property of WBPA-TV to broadcast or otherwise disseminate as they so choose.

13.7 Access Coordinator

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

13.8 Mobile Production Van

The town may use Licensee's mobile production van if one is available four (4) times per year. Use of this shared van shall require at least twenty-one (21) days advance notice to the Licensee, and shall be determined on a first-come first serve basis for any given date.

13.9 Access Channel Origination

- a) The Licensee shall provide, maintain and operate a fiber optic PEG Channel origination network, at no charge to the Town or its PEG Access Corporation. This dedicated network, which shall be operational within one hundred and eighty (180) days of the Effective Date of this Renewal License, will enable the upstream transmission of programming to the system headend for distribution to customers on the three PEG Access channels. The PEG origination sites will be designated as follows: 1) the Town Hall offices, 127 Hartwell Street; 2) the Municipal Light Plant, 4 Crescent Street; and 3) West Boylston High School, 125 Crescent Street. The Licensee shall provide three (3) transmitters and receivers, one for each of the three PEG Access channels.
- b) The PEG Channel origination network shall be operated in compliance with the System Technical Specifications found in FCC Part 76, Subpart K, 76.601 et seq. In the event that there are technical problems with the PEG Channel origination network, the Licensee and the Issuing Authority shall negotiate, in good faith, a resolution of any such problems.
- c) The PEG Channel origination network shall be interconnected with the Subscriber Network in order that

signals originating from PEG Channel origination points can be sent upstream and then switched to a downstream Subscriber Network channel. There shall be no charge to the Town for such switching.

- d) The Licensee shall provide and maintain all necessary processing equipment in the Cable System headend and/or hub site in order to switch upstream channels from the PEG Access Channel origination network to the designated downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment, however, Licensee shall continue to be responsible for providing and maintaining the modulators and demodulators for access channel use as provided as of the expiration of the prior License.
- e) The Issuing Authority may request up to two additional origination sites during the contract period. The Issuing Authority or its Designee shall be responsible for the additional cost of a non-standard installation – an aerial installation in excess of two hundred fifty feet (250') feet from the Licensee's feeder cable or an underground installation - based on additional actual costs incurred in the installation.

13.10 Technical Training

The Licensee shall initially supply technical assistance as requested by the Issuing Authority or its designee(s) but not to exceed eighty (80) work hours to select and install equipment, and to review PEG Access operational practices. The Licensee shall also provide training for up to three (3) Town or school access personnel, as designated by the Issuing Authority, by having them take part in a Production Training course conducted by the Licensee.

14 Enforcement Or Revocation

14.1 Determination Of Breach

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any material provision of the Renewal License, except as excused by force majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

In the event that the Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after a determination has been made by the Issuing Authority that Licensee has not appropriately responded, cured, nor taken appropriate measures to attempt to cure the default, and written notice, by certified mail, of such has been delivered to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. If the Issuing Authority determines after public hearing that a continuing state of default exists, and that its cure is unlikely or untimely, Issuing Authority may determine to pursue any of the remedies available to it under law.

14.2 Revocation Of Renewal License

In the event that the Licensee fails to comply with any material provision of the Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted, subject to the procedures of Law and the Renewal License and M.G.L. c 166A § 11, as it exists on the date hereof.

Upon revocation or termination, Issuing Authority may apply the provision of M.G.L. 166A § 5(f) and Section 627 of the Cable Act, which requires removal of the cable system.

14.3 Enforcement

Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 14.1 above, determines that the Licensee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.2 above.
- D. Invoke enforcement penalties as provided in Section 14.5 of this Renewal License.

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of injunctive relief or revocation remedies available under applicable laws.

14.4 No Waiver

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no 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.

14.5 Enforcement Penalties

(a) If the Licensee fails to fulfill any obligation under the License and such breach of the License is insufficient to warrant revocation of the License, the Issuing Authority may assess Enforcement Penalties against the Licensee, and the Licensee agrees to pay to the Issuing Authority such penalties, subject to full due process and the notice and opportunity to cure provisions set forth in Section 14.1 herein. Such penalties shall be in accordance with the schedule of penalties set forth in this section.

(b) Within thirty (30) days of receipt of a notice that the Licensee has failed to comply with a provision of the License pursuant to this section, and only after a full due process and the notice and opportunity to cure provisions set forth in Section 14.1 herein, the Licensee shall pay the full amount prescribed in this section to the Issuing Authority. Any such enforcement penalty shall be assessed as of the date the Licensee receives written notice, by certified mail, of the provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 14.1 above.

(c) Pursuant to this section, the following monetary penalties shall apply:

(1) Failure to construct the system and make service available to all qualifying residents pursuant to Sections 6.1, 6.2 and 6.3 — fifty dollars (\$50.00) per day for each day that such violation continues.

(2) In the event the License Fee herein required at Section 10.2 is not tendered on or before the date fixed in Section 10.2 above, interest due on such fee shall accrue from the date due at the annual prime interest rate.

(3) In the event that the PEG Access grant and annual PEG Access Equipment/Funds and/or Annual Grants required by Section 13.4 are not tendered on or before the dates fixed in Section 13.4 above, interest due on such fee shall accrue from the date due at the annual prime interest rate.

(4) Failure to provide insurance, indemnity or a bond, as required by Sections 4.1 and 4.3 — one hundred dollars (\$100.00) per day for each day that such violation continues.

(5) For failure to comply with FCC Customer Service obligations and signal quality obligations and/or Massachusetts Billing Practice Standards, as well as National Electric Safety Code Standards, in accordance with Sections 5.1, 5.4, 5.7, and 5.11 — fifty dollars (\$50.00) per day for each and every day that such violation continues.

(d) The Licensee further agrees that such monetary penalties are within one or more of the exclusions of the term "franchise fee" found at Sections 6.22(g)(2)(A)-(D) of the Cable Act.

(e) No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any other statute, law or ordinance shall preclude the availability of injunctive relief or revocation remedies available under applicable laws.

15 Miscellaneous Provisions

15.1 Compliance with M.G.L. c.166A, Section 5

The provisions of M.G.L. c.166A, §5(a)-(o), as they currently exist or as they may from time to time be amended, shall be incorporated into this renewal license.

15.2 Force Majeure

If by reason of *force majeure* either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor work actions and unavailability of essential equipment, personnel, services and/or materials beyond the reasonable control of the Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

15.3 Action of Parties

In any action by the Franchising 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.

15.4 Notices

- a) Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of West Boylston, 127 Hartwell Street, West Boylston, Massachusetts 01583, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the VP/General Manager, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606, with a copy sent to General Counsel, Charter Communications, Inc., Charter Plaza 12405 Powerscourt Drive, St. Louis, Missouri, 63131, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.
- b) Subject to Section 15.4(a) above, all required notices shall be in writing.

15.5 Public Notice

Minimum public notice of any public meeting relating to this Franchise, unless otherwise provided in this License or by applicable law or regulation, shall be by publication at least twice in a newspaper of general circulation in the area at least fourteen (14) days prior to the meeting and a posting at the administrative buildings of the Franchising Authority.

15.6 Severability

If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct

and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.7 Acts or Omissions of Affiliates

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

15.8 Administration of Franchise

This Franchise 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.

15.9 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, boards, commission, committees, advisors, designees, agents, and/or its employees 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.

15.10 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 in the Commonwealth of Massachusetts and the parties by the 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.

15.11 Captions

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

15.12 Entire Agreement

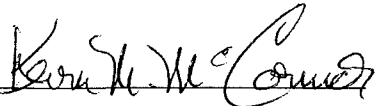
This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements,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

15.13 Effective Date

The effective date of this Franchise shall be the date when both parties execute the Renewal License. This Franchise shall expire on the tenth anniversary of the Effective Date, unless extended by the mutual agreement of the parties.

Considered and approved this 20th day of February, 2013.

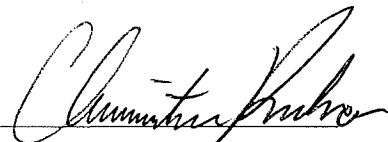
Town of West Boylston



Kevin M. McCormick, Chairman, Board of Selectmen

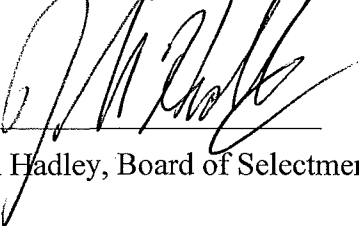


John J. O'Brien, Vice-Chairman, Board of Selectmen



Christopher Rucho, Clerk, Board of Selectmen

Michael Kittredge, Jr., Board of Selectmen



John Hadley, Board of Selectmen

Accepted this 7th day of FEBRUARY, 2013, subject to applicable federal, state and local law.

**Charter Communications Entertainment I, LLC
I/k/a Charter Communications**

Signature: 

Robert Quicksilver
Chief Administrative Officer