

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

TIME WARNER NY CABLE LLC

d/b/a TIME WARNER CABLE

BY THE

BOARD OF SELECTMEN

TOWN OF WILLIAMSTOWN, MASSACHUSETTS

*Town of Williamstown, Massachusetts  
Renewal License*

EXHIBITS

Franchise Fee  
Worksheet

Exhibit 1

Origination Sites

Exhibit 2

FCC Customer Service Obligations

Exhibit 3

## AGREEMENT

This Agreement, made this February 6, 2012, between the Board of Selectmen of the Town of Williamstown, Massachusetts, as statutory Issuing Authority, and Time Warner NY Cable, LLC, d/b/a Time Warner Cable partnership.

## WITNESSETH

WHEREAS, the Issuing Authority of the Town of Williamstown, Massachusetts, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, is authorized to grant one or more nonexclusive, revocable cable television renewal License to construct, upgrade, operate and maintain a cable television system within the Town of Williamstown; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

### ARTICLE I DEFINITIONS

#### Section 1.1—DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Williamstown resident and/or any Persons affiliated with a Williamstown non-commercial institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee shall make available to the Issuing Authority and/or its designees, without charge, for the purpose of transmitting non commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity designated by the Issuing Authority to operate and be responsible for PEG access channel programming and operation, support, and facilities.

(4) Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(6) Board of Selectmen: The Board of Selectmen of the Town of Williamstown,

Massachusetts.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984)(the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996) and as may otherwise be amended.

(8) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services.

(9) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town as fully defined in the Cable Act.

(10) Commercial Subscriber: Including but not limited to a subscriber who allows paying guests, customers, or members access to cable services whether or not such access is specifically charged for.

(11) Complaint: Any oral or written communication from a Subscriber, the primary purpose of which is to express dissatisfaction with the service, policies and/or procedures of the Licensee which can be resolved by the Licensee.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Williamstown, Massachusetts.

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(15) Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(16) FCC: The Federal Communications Commission, or any successor agency.

(17) Gross Annual Revenues: Revenue as determined in accordance with Generally Accepted Accounting Principles received by the Licensee and/or its Affiliates from the provision of Cable Service over the Cable Television System including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar fees; any other Subscriber cable fees and/or charges including, but not limited to, License Fees (i.e.: fee-on-fee); all Commercial Subscriber revenues; fees paid for Channels designated for commercial use; home-shopping revenues; Converter, remote control and other equipment rentals, leases or sales; advertising revenues less agency fees. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of

advertising revenues (based on the ratio of subscribers in the Town to the total number of subscribers in the system(s) covered by the particular advertising transaction), paid to the Cable System by an Affiliate or such other Person for said Affiliate's or such other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other person which is derived directly or indirectly from, or in connection with, the operation of the System to provide cable service to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. Gross Annual Revenues shall not include deposits, which deposits shall be returned to Subscribers. Gross Annual Revenues shall also not include any taxes imposed on the Services furnished by Licensee herein which are imposed directly on the subscriber or user by the local or governmental unit and collected by Grantee on behalf of that governmental unit.

(18) Headend: The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(19) Issuing Authority: The Board of Selectmen of the Town of Williamstown, Massachusetts.

(20) License Fee: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(21) Licensee: Time Warner NY Cable, LLC d/b/a Time Warner Cable, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(22) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(23) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(24) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(23) Pedestal: A protection unit used in housing Cable Television System equipment and/or amplifiers.

(24) Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

(25) Prime Rate: The prime rate of interest as determined by the Federal Reserve Bank and published in the Wall Street Journal.

(26) Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(27) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Williamstown individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(28) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(29) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(30) Residential Subscriber: A subscriber who accesses the Cable System at home solely for the use of family members and personal guests.

(31) Signal: Any transmission of electromagnetic or optical energy which carries information from one location to another for the provision of Service.

(32) State: The Commonwealth of Massachusetts.

(33) Subscriber: Any Person, firm, corporation or other entity in the Town who or which elects to subscribe to, for any purpose, a Cable Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(34) Subscriber Network: The Cable System to be operated by the Licensee, over which Signals can be transmitted to Subscribers, as more fully described in Section 4.1 infra.

(35) Town: The Town of Williamstown, Massachusetts.

(36) Town Attorney: The Town Attorney of the Town of Williamstown, Massachusetts.

(37) Transfer: The disposal by the Licensee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership resulting in a change of control of the System or of this Renewal License, to a Person or a group of Persons.

(38) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(39) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

## ARTICLE 2 GRANT OF RENEWAL LICENSE

## Section 2.1—GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Williamstown, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television Renewal License to the Licensee, authorizing and permitting the Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Williamstown.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended; the Cable Act; the regulations of the FCC; and all statutes and by-laws of general application of the United States, the Commonwealth of Massachusetts and, to the extent not inconsistent with the terms of this License, the Town.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee, the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Williamstown within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Television Service in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Williamstown. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, 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 this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

## Section 2.2—TERM OF RENEWAL LICENSE

The term of this Renewal License shall be for ten (10) years, commencing upon acceptance by Licensee, unless sooner terminated as provided herein or surrendered.

## Section 2.3—NON-EXCLUSIVITY OF THE RENEWAL LICENSE

(a) This 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 Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the Town of Williamstown; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any lawful purpose. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) No future License shall be granted on terms or conditions more favorable or less burdensome than those contained herein. In the event a future License is granted on terms or conditions more favorable or less burdensome than those contained herein, then the parties will

undertake the license amendment procedure set forth at 207 CMR sec. 3.07 et. seq., as it may from time to time be amended.

#### Section 2.4—CHANGE IN LAW

In the event any change to state or federal law occurring during the term of this License materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Town in a way that reduces the regulatory or economic burdens for such person when compared to the terms of this Franchise, then, at Licensee's request, Issuing Authority shall agree with Licensee to amend this License as provided in the regulations cited in Section 2.3(b) above to similarly reduce the regulatory or economic burdens on Licensee. It is the intent of this section that, at Licensee's election, Licensee shall be subject to no more burdensome regulation or provided lesser benefits under this License than any other persons that might construct, operate or maintain a cable system in the Town.

#### Section 2.5--POLICE AND REGULATORY POWERS

By executing this Renewal License, the Town does not waive its rights to exercise the police powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police power shall be resolved consistent with applicable law.

#### Section 2.6—REMOVAL OR ABANDONMENT

Upon termination of this Renewal License without right of renewal by passage of time or otherwise, and unless (1) the Licensee renews its License for another term or (2) the Licensee Transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate. Any costs incurred by the Town resulting from the removal, site restoration, and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

#### Section 2.7—AMENDMENT BY MUTUAL AGREEMENT

This Renewal License may only be amended by the mutual agreement of the Issuing Authority and the Licensee, in writing, following the procedures set forth in 207 CMR sec. 3.07 et. Seq., duly executed and signed by both parties, and attached hereto and made a part of this Renewal License.

### ARTICLE 3 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

#### Section 3.1—RESTRICTIONS AGAINST TRANSFERS

(a) Neither this license nor control thereof shall be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a hearing upon a written



application therefor on forms to be prescribed by applicable law or regulations. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) For purposes of this section 3.1, the definitions for sale or transfer of a cable license found in MGL c. 166A sec. 7, and 207 CMR sec. 4.01, as they may from time to time be amended, shall govern.

### Section 3.2—APPROVAL PROCEDURE

(a) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring the consent of the Issuing Authority pursuant to this Article 3.

(b) The Licensee shall submit to the Issuing Authority an original of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment), which form shall fully describe the action or proposed action and clearly state the basis on which the Transfer or assignment should be approved.

(c) The consent of the Issuing Authority shall be given only after a public hearing to consider the written request for Transfer. The Issuing Authority shall complete review of the request for Transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for Transfer. If the Issuing Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless the requesting party and the Issuing Authority agree to an extension of time.

(d) For purposes of determining whether it shall consent to any such change of control and ownership, the Issuing Authority shall inquire into the legal, financial, and technical qualifications of the prospective controlling or owning Person, and including, but not limited to, such Person's cable-related experience, if any, in other communities, any and all matters relative to the ability and likelihood of such Person adhering to all of the terms and conditions of this Renewal License.

(e) In accordance with applicable law, at any time during the issuing Authority's review process, the Issuing Authority reserves the right to require additional supporting documentation from the Licensee or any other Person involved in the action or proposed action. The Licensee shall provide all requested assistance to the Issuing Authority in accordance with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all other Persons involved in such action.

### Section 3.3—CONDITIONS RELATED TO TRANSFER

Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

### Section 3.4—NO WAIVER OF RIGHTS

The consent or approval of the Issuing Authority to any assignment, lease, Transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other

rights of the Town under this Renewal License, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

#### Section 3.5—RENEWAL LICENSE SIGNATORY

Any approval by the Issuing Authority of Transfer of ownership or control of the Cable System shall be contingent upon the prospective transferee and/or controlling Person or party becoming a signatory to the Renewal License.

### ARTICLE 4 SYSTEM DESIGN

#### Section 4.1—SUBSCRIBER NETWORK

(a) Licensee shall continue to maintain the Cable System in the Town at a capacity of at least 860 MHz.

(b) The Licensee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Licensee in stereo.

(c) The Licensee shall deliver, at no charge to Subscribers or the Town, closed-captioned programming on all channels providing such options.

#### Section 4.2—EMERGENCY ALERT SYSTEM

The Licensee shall comply with the Emergency Alert System in accordance with the requirements of the FCC at 47 C.F.R., Part 11. The Licensee shall cooperate with the Issuing Authority to ensure the distribution of all emergency communications to Subscribers.

#### Section 4.3—PARENTAL CONTROL CAPACITY

Subject to applicable regulations, the Licensee shall provide Subscribers, upon request, with the capacity to control the reception of any channels being received on their television sets.

#### Section 4.4—SIGNAL QUALITY

The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

#### Section 4.5—STAND-BY POWER

The Licensee shall maintain three (3) hour, stand-by power at the Headend Facility and critical node facilities. Such stand-by power at the Headend shall have continuous capability, contingent upon availability of fuel necessary to operate generators, shall become activated automatically upon the failure of normal power supply.

### ARTICLE 5 CONSTRUCTION, INSTALLATION, LINE EXTENSION AND MAINTENANCE STANDARDS

#### Section 5.1—LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall construct, upgrade, install, operate and maintain the Cable Television System within the Town of Williamstown. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable Town by-laws and regulations.

#### Section 5.2—SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable Service available to all residents in the Town, subject to Section 5.2(b) and Section 5.3 below.

(b) Installation charges shall be non-discriminatory. Any dwelling unit within two hundred (200) feet of the Licensee's nearest feeder cable(s) shall be entitled to a standard installation rate. Any installation in excess of 200' shall be provided upon payment of the Licensee's customary charge, for those portions in excess of 200'.

(c) During the term of this License, Licensee and Issuing Authority agree that Licensee shall make available to the Town cable services substantially similar to those available to other communities in the Northern Berkshire area served by Licensee.

#### Section 5.3—LINE EXTENSION

(a) The Cable Television System shall be extended automatically, from existing cable plant to any and all areas of the Town containing twenty-five (25) residences per aerial mile of cable plant or fractional proportion thereof. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (a) above upon request of the prospective Subscribers in such areas and based upon the following cost calculation: If a request for an extension into a residential area requires the construction of the cable plant which does not contain the twenty-five (25) residences per aerial mile of cable plant or a fractional part thereof, the Licensee and the potential Subscriber will each be responsible for their proportionate share of construction costs. Such costs will be determined using the following formula:

$$C/LE - (\text{minus}) CA/P = SC$$

- C is the cost of constructing new cable television plant from the termination of existing cable television plant.
- CA is the actual cost of construction per mile in the existing service area
- LE is the number of homes requesting cable service in the proposed extension area
- P is the twenty five homes per linear mile of cable plant
- SC is the per subscriber contribution in aid of construction in the line extension area

The formula reads as follows: (C divided by LE) minus (CA divided by P) equals SC.

- (c) Any potential residential Subscriber located in an area of the Town without cable television service may request such service from the Licensee. In areas meeting the requirements of Section 5.3(b) above, the Licensee shall extend service to the area promptly, but in no case later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles. The Licensee shall expeditiously seek all necessary permits. In those areas with less than twenty-five (25) residences per aerial mile, the Licensee shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the total cost of the extension and the range of possible contributions (see Section 5.3(b) above) that will be charged. The Licensee shall apply for permission to attach cables to poles within fourteen (14) days of receiving the contribution(s) from prospective Subscribers. Cable Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution within sixty (60) days of the Licensee's receipt of permission to attach cables to poles.

#### Section 5.4—UNDERGROUND FACILITIES

In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the Town, the Licensee shall likewise place its facilities underground. Underground cable lines shall be placed beneath the pavement subgrade. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and available on reasonable terms and conditions and that underground installation is preferable to the placement of additional poles, all other factors being equal.

#### Section 5.5—TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, public ways and places, and private property in the Town. The Licensee shall comply with all rules established by the Issuing Authority or its designee during the term of this Renewal License regarding tree trimming. All tree and/or root trimming and/or pruning provided for herewith shall be done pursuant to appropriate regulations of the Town.

#### Section 5.6—RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up 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 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.

#### Section 5.7—TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building-moving permit issued by the Town. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

#### Section 5.8—DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Issuing Authority and/or the Town, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

#### Section 5.9—SAFETY STANDARDS

(a) The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, all building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.

(b) The Issuing Authority shall have the authority at any time to order and require the Licensee to remove or relocate any pole, wire, cable, or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the authority to remove or relocate the same, which cost the Licensee shall reimburse to the Town.

#### Section 5.10—PEDESTALS

In any cases in which Pedestals are to be utilized in Town Public Ways, such equipment shall be installed in compliance with generally applicable requirements.

#### Section 5.11—PRIVATE PROPERTY

The Licensee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Issuing Authority or the affected Subscriber(s).

#### Section 5.12—RIGHT TO INSPECTION OF CONSTRUCTION

The Town or its designee shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Renewal License. Any such inspection shall not interfere with the Licensee's operations and shall be conducted during Licensee's regular business hours.

### Section 5.13—CONSTRUCTION MAPS

At the request of the Issuing Authority, the Licensee shall make available for inspection to the Issuing Authority or its designee for inspection in Williamstown accurate strand maps of all existing and newly constructed plant. If changes are made in the Cable System, the Licensee shall make available for inspection updated maps or appropriate drawings annually, not later than fifteen (15) days after each anniversary of the effective date of this Renewal License.

### Section 5.14—SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt service for the purpose of repairing or testing the Cable Television System, only during periods of minimal use, and, if practical, only after notice to all affected Subscribers. The Licensee shall, upon written request by the issuing Authority or the Cable Advisory Committee, provide a written explanation of any service outages in the Town.

### Section 5.15—COMMERCIAL ESTABLISHMENTS

The Licensee shall make available its Cable Service(s) to any commercial establishments in the Town, along its cable routes; provided, however, that in the event that there are any exceptional costs, such as excessive undergrounding or distance from existing Cable System plant in excess of two hundred (200) aerial feet, associated with providing such Cable Service, the parties are able to reach a reasonable agreement regarding the terms and costs of installation and monthly service and that the Licensee has reasonable access to conduits, poles and/or other appropriate facilities in order to serve such commercial establishments.

## ARTICLE 6 SERVICES AND PROGRAMMING

### Section 6.1—BASIC SERVICE

The Licensee shall provide a Basic Service which shall include at least: (1) all broadcast television Signals in the Williamstown, Massachusetts area which are required to be carried by a cable television system serving the Town pursuant to statute or regulation; and (2) the PEG Access Channels for public, educational and governmental access use as required by Section 7.1 of this Renewal License.

### Section 6.2—PROGRAMMING

(a) The Licensee shall provide the Issuing Authority and all Subscribers with thirty (30) days advance written notice of any change in its Williamstown Programming line-up as required by applicable law, if the change is within the control of the Licensee.

### Section 6.3—LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

#### Section 6.4—SUBSCRIBER EQUIPMENT/CABLE COMPATIBILITY

(a) The Licensee shall fully comply with any applicable federal equipment compatibility regulations.

#### Section 6.5—CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or upon revocation of this License.

#### Section 6.6—FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

Upon written request of the Issuing Authority the Licensee shall provide one Subscriber Network Drop and the monthly Basic Service, without charge, to all public primary and secondary schools, police and fire stations, public libraries, and Town of Williamstown buildings used for municipal government purposes, provided such are located along the cable route (within 200 feet). Upon request, the Licensee shall provide the Town, at Licensee's customary monthly rate, with cable and/or equipment in order that the Town can install its own additional Drops and/or Outlets. The Licensee shall provide said Drops and Basic Service within sixty (60) days of a written request by the Issuing Authority.

### ARTICLE 7

#### PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS AND CAPITAL FUNDING

#### Section 7.1—PEG ACCESS CHANNELS

(a) Licensee shall continue to make available three (3) full-time Downstream Channels and full-time Upstream capacity for inserting programming on 2 PEG channels], for the use of the Issuing Authority, its designee(s), the Town and/or PEG Access Users. Said PEG Access Channels shall continue to be located in the Licensee's Basic Service tier.

(b) Said channels shall be allocated for Public, Educational, and/or Governmental Access use(s). Once established, in the event that a PEG Access Channel location change is necessary, the Licensee shall (i) notify the Issuing Authority or its designee(s) in writing of such change in advance; and (ii) assist the Issuing Authority or its designee(s) advising customers of any such new channel location(s).

(c) Except as provided by applicable law, there shall be no charges to the Issuing Authority, its designees and/or the Town and/or Subscribers for use of said PEG Access Channels.

(d) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, once established, without thirty (30) days advance, written notice to the Issuing Authority and the Access Corporation. In the event that the Licensee does relocate a PEG Access Channel, the Licensee shall reimburse the Access Corporation for its reasonable

expenses incurred as a result of the relocation, not to exceed Two Thousand Dollars (\$2,000). In addition, the Licensee shall, if needed, provide to the Access Corporation, at Licensee's cost, any additional equipment needed as a result of the channel relocation.

#### Section 7.2—PEG ACCESS CAPITAL FUNDING

(a) Within 60 days of the execution of this Renewal License, the Licensee shall make a one-time payment of Seventy Thousand Dollars (\$70,000) to the Access Corporation for PEG Access capital equipment and facilities use. The Licensee shall simultaneously notify the Town when payment is made to the Access Corporation.

(b) In no case shall said PEG Access capital funding provided for in paragraph (a) above be included in, and/or be a part of, any Licensee's fee payment(s), required by Section 8.1 *infra*, or any other fees or payments required by applicable law. Said PEG Access capital funding shall be in addition to any such license fee or other payments.

#### Section 7.3—PEG ACCESS OPERATING FUNDING

(a) The Licensee shall pay to the Access Corporation a PEG Access Operating Fee equal to four and a half percent (4.5%) of Licensee's Gross Annual Revenues as defined herein for the first three years of this contract; a fee of four and three-quarters percent (4.75%) for the next three years, and five percent (5.0%) for the remaining four years. The Licensee shall not be liable for a total financial commitment in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall not include (i) the one-time PEG Access capital funding (Section 7.2); (ii) any interest due herein to the Issuing Authority and/or its designee(s) because of late payments; and/or (iii) any damages (Section 12.2).

(b) Said PEG Access Operating Fee payments shall be made to the Access Corporation on a quarterly basis no later than sixty (60) days following the close of the previous calendar quarter. The Licensee shall simultaneously notify the Town of the amounts and dates of its payments to the Access Corporation.

(c) Said payments shall be accompanied by a quarterly Franchise Fee Worksheet reasonably detailing the categories and amounts of revenue included within gross revenue from all cable related revenue; and showing the number of basic subscribers per month; and license fees. The Franchise Fee Worksheet shall be substantially equivalent to the revenue statement attached as Exhibit 1.

#### Section 7.4—PEG ACCESS CHANNEL(S) MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality as it does with other channels and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Licensee shall make available a copy of its most recent annual performance tests.

#### Section 7.5—NO EDITORIAL CONTROL

In accordance with applicable law, the Licensee shall not engage in any editorial control and/or any other control of the content of the PEG Access Programming on the Cable System.



#### Section 7.6—ORINATION POINTS

Licensee shall provide origination points as listed in Exhibit 2, which will provide the Town the ability to cablecast live programming on the PEG channels. All equipment required to effect such live cablecast shall be the responsibility of the Town or its designated Access Corporation. The Issuing Authority or its designee shall be responsible for the costs of providing an origination point at Mount Greylock Regional High School, John Allen Field up to a maximum of \$1,600.

#### Section 7.7—UNDERWRITING

Consistent with current underwriting standards for non-commercial stations, such as the member stations of the Public Broadcasting System, notice of support and underwriting shall be permitted on the Access Channels, including periodic acknowledgement of the Licensee's support of the same.

### ARTICLE 8 LICENSE FEES

#### Section 8.1—LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, The Licensee shall pay to the Issuing Authority, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$0.50) per Subscriber per year. The Licensee shall not be liable for a total financial commitment in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall not include (i) the one-time PEG Access capital funding (Section 7.2); (ii) any interest due herein to the Issuing Authority and/or its designee(s) because of late payments; and/or (iii) any damages (Section 12.2).

(b) Said License Fee payments shall be made to the Issuing Authority on an annual basis. The annual payments of such license fee shall be based upon the number of subscribers listed in the books of Licensee as of December 31<sup>st</sup> of each year during the term of the Licensee, and will be paid by March 15<sup>th</sup> of the following year.

(c) The Licensee shall file with each such annual payment a statement, prepared by a financial representative of Licensee, documenting, in detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period in a form similar to that in Exhibit 1.

(d) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

#### Section 8.2—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 shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law, except for "franchise fees", as defined by federal 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 in accordance with applicable federal law.

(b) The Licensee and the Issuing Authority hereby agree that the meaning of the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

#### Section 8.3—RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than six (6) months after the License Fees are tendered with respect to any such fiscal year. If, after audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at three percent (3%) above the Prime Rate during the period that such additional amount is owed.

#### Section 8.4—AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Williamstown.

#### Section 8.5—METHOD OF PAYMENT

All payments by the Licensee to the Issuing Authority pursuant to this Article 8 shall be made payable to the Town.

### ARTICLE 9 RATES AND CHARGES

#### Section 9.1—RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under applicable federal law.

#### Section 9.2—NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all cable services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. The Licensee shall notify all Subscribers and the Issuing Authority of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section 9.2 shall not prohibit the Licensee from offering or discontinuing promotional discounts upon less than thirty (30) days notice.

(b) At the time of initial solicitation of Service, the Licensee shall also provide each

Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days from receipt of notification of any rate increase to either downgrade Service or terminate Service altogether without any charge for the downgrade or termination.

#### Section 9.3—PUBLICATION AND NON-DISCRIMINATION

All rates for subscriber Cable Services shall be published and non-discriminatory to the extent required by law. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

#### Section 9.4—CREDIT FOR SERVICE INTERRUPTION

In the event that the Licensee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, the Licensee shall grant such Subscriber a pro rata credit or rebate, upon Subscriber request.

#### Section 9.5—PASS-THROUGH AND ITEMIZATION OF COSTS

(a) Pursuant to applicable law (Cable Act Section 622.(a)(47U.S.C.)(542), the Licensee has the right to pass-through and/or itemize certain increased costs related to this Renewal License, in compliance with such laws. Included in such costs are the PEG Access Equipment Funding costs pursuant to Section 7.2 supra.

### ARTICLE 10 INSURANCE AND BONDS

#### Section 10.1—INSURANCE

No later than thirty (30) days after the effective date and at all other times during the term of the Renewal Franchise, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on request, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the Issuing Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one Person in any one occurrence.

(2) A property damage insurance policy naming the Issuing Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence.

(3) Automobile liability insurance for owned automobiles, and/or rented automobiles in the amount of:

- (a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;
- (b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and
- (c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation and Employer's Liability in the minimum amount of:

- (a) Statutory limit for Worker's Compensation; and
- (b) One Hundred Thousand Dollars (\$ 100,000.00) for Employer's Liability.

(5) The following conditions shall apply to the insurance policies required herein:

- (a) Such insurance shall commence no later than thirty (30) days following the effective date of this Renewal License.
- (b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
- (c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in Massachusetts.
- (d) Evidence of insurance shall be submitted to the Issuing Authority and/or its designee(s) upon request.

#### Section 10.2---PERFORMANCE BOND

(a) No later than ninety (90) days following the Effective Date of the License, Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of One hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 12.2 *infra*.

(c) The performance bond shall be a continuing obligation 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 the 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, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

#### Section 10.3—REPORTING

Upon request, the Licensee shall submit to the Issuing Authority, or its designee(s), on an annual basis, copies of all current certificates regarding all insurance policies as required herein.

#### Section 10.4—INDEMNIFICATION

The Licensee shall indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, committees, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, and shall also include the reasonable value of any services rendered by the Town Attorney.

The Town agrees to indemnify and hold harmless the Licensee, its employees, officers or agents against all claims for damage due to the negligence of the Town, its officials, boards, committees, commissions, agents and/or employees.

#### Section 10.5—NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies required herein shall each contain an endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of this Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this insurance policy shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 11  
ADMINISTRATION AND REGULATION

Section 11.1--REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Issuing Authority shall enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

Section 11.2—NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

Section 11.3—REMOVAL AND RELOCATION

If, in case of fire or disaster in the Town at any time, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee provided the Town contacts the Licensee prior to its actions when time and circumstances allow.

Section 11.4—INSPECTION

Upon written notice to the Licensee, except in the case of an emergency, the Issuing Authority and/or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the rights of way of the Town during normal business hours. The Licensee may be present, and shall fully cooperate with the Issuing Authority, during such inspection(s).

Section 11.5—JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12  
DETERMINATION OF BREACH AND  
- LICENSE REVOCATION

Section 12.1—DETERMINATION OF BREACH

(a) In the event that the Issuing Authority has reason to believe that the Licensee has

defaulted in the performance of any or several material provisions of this 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 which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(b) 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

(c) cure any such default (and provide written evidence of the same), 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.

(d) In the event that (i) the Licensee fails to respond to such notice of default; or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License.

(e) In the event that the Issuing Authority, after such hearings, determines that the Licensee is in default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) seek specific performance of any provision of the Renewal License which reasonably lends itself to such remedy as an alternative to damages; or
- (ii) commence an action at law for monetary damages; or
- (iii) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law; or
- (iv) invoke any other remedy available to the Town.

(f) Licensee shall have the right to appeal any decision of the Town to a court of competent jurisdiction.

## Section 12.2—REVOCATION OF THE RENEWAL LICENSE

In the event that the Licensee repeatedly fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein, subject to the procedures of Section 12.1 above and applicable law.

## Section 12.3—TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 12.1 and 12.2 above; or (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority.

#### Section 12.4--NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

#### Section 12.5—NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any 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 rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Issuing Authority under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) A waiver of any right or remedy by the Issuing Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority at any other time. In order for any waiver of the Issuing Authority to be effective, it shall be in writing. The failure of the Issuing Authority 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 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.

(d) Acceptance of the terms and conditions of this Renewal License will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Licensee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

### ARTICLE 13 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

#### Section 13.1— TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Standards, at 47 C.F.R. 76.309(c)(1)(A)-(D), as may be amended from time to time, and attached hereto in current form as Exhibit 3.

#### Section 13.2—NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE

(a) Licensee shall provide subscriber notices in accordance with applicable law.

(b) Any bill, notice or other communication provided or issued by Licensee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.



Such notice shall be in non-technical language, understandable by the general public, and in a convenient format.

#### Section 13.3—CONSUMER SALES STANDARDS

The Licensee shall, in soliciting prospective customers for Cable Service(s), provide relevant information requested by the prospective customer including full and complete information concerning:

- (a) A description of each level of Service, including the number of channels, Programming and exact price;
- (b) A description of all premium services and prices thereof;
- (c) A description of the lowest cost Service in an objective manner;
- (d) A description of billing policies and procedures; and
- (e) A summary for the prospective customer what the total bill could be expected to be for requested Service.

#### Section 13.4—BILLING PRACTICES INFORMATION AND PROCEDURES

(a) Billing procedures shall be as follows:

- (i) The Licensee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.
- (ii) Late charges, if applied, shall in no case be imposed earlier than the law permits, and shall not be imposed should a bona fide dispute arise concerning a Subscriber's bill.
- (iii) Subscribers shall have thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning said bill.
- (iv) The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Licensee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Licensee of said dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

#### Section 13.5—DISCONNECTION AND TERMINATION OF CABLE SERVICES

In no event shall the Licensee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Licensee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency. In no event shall such disconnection or termination for nonpayment occur in less than thirty (30) days after a bill is due.

#### Section 13.6—RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS

(a) The Licensee shall ensure that there are stand-by personnel on-call at all times after Normal Business Hours.

#### Section 13.7—COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of billing disputes and Complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures to all Subscribers, as well as the Issuing Authority.

(b) Upon request, the Licensee shall provide written information to the Issuing Authority regarding Subscriber Complaints in Williamstown.

#### Section 13.8—CHANGE OF SERVICE

Upon notification by a Subscriber to disconnect or downgrade 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. In no case shall said Subscriber be charged for Service(s) requested to be changed after the Licensee is notified of said change(s). In the event that Subscribers request disconnection or downgrade of Service(s), the Licensee's charges, if any, shall comply with applicable federal law or regulation.

#### Section 13.9—LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations, and standards relating to quality of the Signals transmitted over the Cable Television System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

#### Section 13.10—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 operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Licensee.

#### Section 13.11—PROTECTION OF SUBSCRIBER PRIVACY

The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and, pursuant to applicable federal law, shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

## Section 13.12—PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Licensee shall provide all Subscribers with the written notice required in Section 631(a)(l) of the Cable Act.

## ARTICLE 14 REPORTS, AUDITS AND PERFORMANCE TESTS

### Section 14.1—GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, with respect to the Cable System in the Town, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) Licensee reserves the right to withhold any documents it deems proprietary.

### Section 14.2—CABLE SYSTEM INFORMATION

Upon written request of the Town, the Licensee shall file no more than annually, with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed, and (iii) the number of plant miles in construction/upgrade or completed.

### Section 14.3—IN-HOUSE TELEPHONE REPORTS

Upon written request, on no more than a semi-annual basis, the Licensee shall make available to the Issuing Authority copies of all in-house telephone reports that track the activity and effectiveness of the Licensee's telephone system, if available.

### Section 14.4—SUBSCRIBER COMPLAINT LOG

(a) The Licensee shall keep a record or log of all written Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Licensee for a period of two (2) years.

(b) Such record(s) shall contain the following information for each Complaint received:

(i) Date, time and nature of the Complaint;

(ii) Investigation of the Complaint; and

(iii) Manner and time of resolution of the Complaint.

(iv) If the Complaint regards equipment malfunction or the quality of reception, the Licensee shall file a report indicating the corrective steps it has taken, with the nature of the problem stated.

(v) The Licensee shall make available to the Issuing Authority records of such

Complaints, as allowed by applicable law.

#### Section 14.5—INDIVIDUAL COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

#### Section 14.6—OUTAGE LOG

The Licensee shall maintain an outage log showing the date, approximate time, duration, type and probable cause of all Headend, Trunk and/or Distribution line service failures due to causes other than routine testing or maintenance at reasonable times. Said logs shall be available to the Issuing Authority, or its designee upon request, and maintained by the Licensee for a period of not less than three (3) years.

#### Section 14.7—ANNUAL PERFORMANCE TESTS

Upon request, the Licensee shall provide copies of its Williamstown Cable System performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. Section 76.601 et seq.

#### Section 14.8--QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of any Cable Service(s), the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- (1) the nature of the complaint or problem which precipitated the special tests;
- (2) the System component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint or problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

(c) At the end of said thirty day (30) period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority. Such tests shall be supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority; provided, however, that the Licensee shall receive fourteen (14) days notice and a reasonable opportunity to cure. The Licensee shall pay for the costs of such engineer only if

the tests performed show that the quality of Service is below the FCC's Technical Standards.

#### Section 14.9—INVESTIGATION

The Licensee shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency.

### ARTICLE 15 MISCELLANEOUS PROVISIONS

#### Section 15.1—ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

#### Section 15.2—CAPTIONS

The captions to sections throughout this 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.

#### Section 15.3—SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

#### Section 15.4—RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

#### Section 15.5—WARRANTIES

The Licensee warrants, represents and acknowledges, that, as of the execution date of this Renewal License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to conduct business in the Commonwealth of Massachusetts;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations

pursuant to this Renewal License; and

(c) To the best of the Licensee's knowledge, there is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

#### Section 15.6—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 include, but not be limited to, 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; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment and/or materials beyond the control of the Licensee.

#### Section 15.7—APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to, and are enforceable against, the Town, the Licensee, and their respective successors and assignees.

#### Section 15.8—NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) or overnight delivery service to the Board of Selectmen, Town of Williamstown, 31 North Street Williamstown, MA 01267, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Time Warner Cable Government Relations, 1021 Highbridge Road, Schenectady, NY 12303 and copy to: Time Warner Cable Law Department, Regulatory, 60 Columbus Circle, New York, NY 10023 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(s).

(b) All required notices shall be in writing.

#### Section 15.9—TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

#### Section 15.10—TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of this Renewal License and shall continue for the term of the Renewal License except as expressly provided for herein.

#### Section 15.11 – NO THIRD PARTY BENEFICIARIES

Town of Williamstown, Massachusetts  
Renewal License

This License is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this License.

1  
Fee

EXHIBIT  
Franchise  
Worksheet

**2011 Franchise Fee Worksheet**

**11.23-919 Town of Williamstown**  
34 Spring Street  
Williamstown, MA 01267

**CABLE Albany Division**

	January	February	March	April	May	June	July	August	September	October	November	December
<b>Rate</b>												
<b>Subscribers</b>												
<b>Total Revenue</b>												
<b>Less: Payments</b>												
<b>Total Due</b>												

**Summary**

Total Revenue

Less: Payments

Total Due

EXHIBIT 2  
ORIGINATION SITES – CURRENTLY INSTALLED

Willinet Studio 1994  
Chapin Hall Williams College 1994  
Williamstown Elementary School 1994  
Mount Greylock Regional High School 1994  
Williamstown Municipal Building First Floor 1995  
David & Joyce Milne Public Library 2000  
Williams College Chandler Gymnasium 1998

ORIGINATION SITES – TO BE INSTALLED

Images Cinema – 50 Spring Street  
Mount Greylock Regional High School John Allen Field  
Williamstown Youth Center – School Street  
Williamstown Municipal Building Third Floor



EXHIBIT 3 FCC CUSTOMER SERVICE  
OBLIGATIONS  
TITLE 47-TELECOMMUNICATION CHAPTER I-FEDERAL  
COMMUNICATIONS COMMISSION  
PART 76--CABLE TELEVISION SERVICE  
Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A Issuing Authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(a) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability-

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an

order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers-

(iii) Refunds—Refund checks will be issued promptly, but no later than either-

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

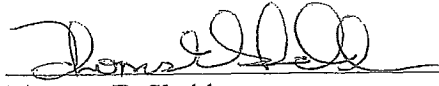
(iii) Service interruption—The term "service interruption" means the loss of picture or sound on one or more cable channels.

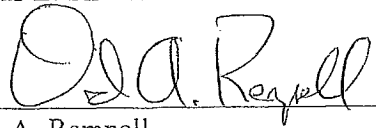
SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Williamstown, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Time Warner NY Cable, LLC, d/b/a Time Warner Cable partnership.

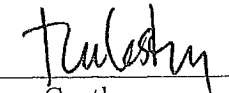
TOWN OF WILLIAMSTOWN, MASSACHUSETTS      TIME WARNER NY CABLE, LLC

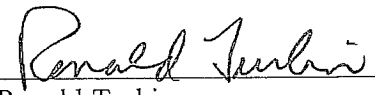
By its Board of Selectmen:

  
Thomas E. Sheldon

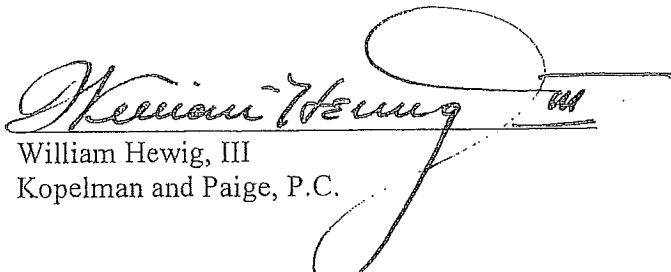
  
David A. Rempell

  
Jane B. Allen

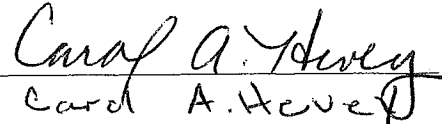
  
Tom Costley

  
Ronald Turbin

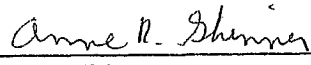
Approved as to form:

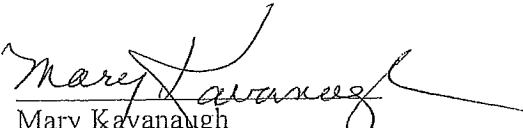
  
William Hewig, III  
Kopelman and Paige, P.C.

By:

  
Carol A. Hevey

Town Cable Advisory Board

  
Anne Skinner

  
Mary Kavanaugh

Jeffrey Kurpaska