

TOWN OF _____
(For the Five Towns of Great Barrington, Lee, Lenox, Stockbridge, and Sheffield)
COMMONWEALTH OF MASSACHUSETTS
PROPOSED CABLE TELEVISION RENEWAL LICENSE

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ARTICLE 1 - DEFINITIONS

For the purpose of this 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, pronouns used shall be their or its, 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.

Access: The right or ability of any Town resident and/or any Person affiliated with the Town to use designated Public, Educational, and Government (PEG) facilities, equipment, and or PEG Access channels of the Cable Television system, subject to the conditions and procedures established for such use.

Access Channel: A video channel which the Licensee owns and shall make available to the Town, without charge, for the purpose of transmitting programming by members of the public, Town departments and agencies, public

Access Corporation: The non-profit corporation known as Community Television for The Southern Berkshires Inc. ("CTSB"), or a successor agency, designated by the Issuing Authority to manage and operate public, educational and governmental access (PEG) channels in the Town in accordance with this Agreement and 47 U.S.C. 531.

Advisory Committee: The Five Town Cable Advisory Committee ("CAC") as appointed and designated by the Issuing Authority, from time to time.

Affiliate or Affiliated Person: When used in relation to any Person this term shall have the meaning found in the Code of Massachusetts Regulations (CMR) 207 CMR 4.01(2).

Amplifier: A device that boosts the strength of an electronic signal.

Basic Cable Service: Any service tier which includes the retransmission of local television broadcast signals and transmission of local PEG Access channels.

Cable: an insulated wire or wires having a protective casing and used for transmitting electricity or telecommunication signals. For Cable TV delivers, such wires are either coaxial or fiber-optic cables.

Cable Act: The federal Cable Communications and Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and subsequent amendments, 47 USC §521 et seq.

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 of such Video Programming or other Programming Services, which the Licensee may make available to all Subscribers generally.

Cable Television System or Cable System: The Cable Television System owned, constructed, installed, operated, and maintained in the Town for the provision of cable television services within said Town, in accordance with the terms and conditions in this License.

Channel: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. 522(4).

Closed Captioning on PEG Access Channels: A system that provides subtitles for television programs, accessible through a decoder. Closed captioning (CC) displays written text with video to provide interpretive information.

CMR: The Code of Massachusetts Regulations.

Coax or Coaxial Cable: A type of cable that has an inner conductor surrounded by a tubular insulating layer, surrounded by a tubular conducting shield; commonly referred to as “copper wire”.

Commercial Subscriber: A commercial non-residential Subscriber to Cable Service.

Communications Act: The Communications Act of 1934, as amended

Complaint: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product, or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

Conduit: An enclosed channel of metal or nonmetallic materials designed expressly for holding wires and cables, such as coax or fiber-optics cables.

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

Department: The Massachusetts Department of Telecommunications and Cable.

Distribution Plant or Plant: The hardware of a cable system, including, but not limited to, amplifiers, trunk cable and feeder lines, attached to utility poles or fed through underground conduits like telephone and electric wires.

Downstream Channel: A channel over which signals travel from the Cable System Headend to an authorized location within the System and authorized recipient of programming.

Drop or Cable Drop: The cable that connects an Outlet to the feeder cable of the Cable System.

Educational Access Channel: Any channel or time thereon, which has been allocated for noncommercial educational use in accordance with this Agreement and 47 U.S.C. 531.

Effective Date of Renewal License (the “Effective Date”): _____

FCC: The Federal Communications Commission or any successor agency.

Feed line or Feeder line: Cable that connects trunk lines to drop cables.

Fiber: A transmission medium composed of glass or plastic fibers, rather than copper wire, used to transport data, video, and voice signals.

Governmental Access Channel: Any channel or time thereon which has been allocated for noncommercial, local governmental use by the Town, the Issuing Authority, or municipal agencies in accordance with this Agreement and 47 U.S.C. 531.

Gross Revenues: All revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, video-on-demand Cable Services and pay-per-view Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and except as provided below, all fees imposed on the Licensee by this Renewal License and applicable law that are passed through and paid by Subscribers ("fee-on-fee") in accordance with applicable law. For the avoidance of doubt, Gross Revenues shall include the amount of the Licensee's gross advertising revenue (i.e., without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles. Should any service provided by Licensee over the Cable System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the Issuing Authority shall be entitled, after notification to Licensee, to amend this Renewal License in the manner prescribed under applicable State law or this Renewal License to include revenue from Licensee's provision of such service as Gross Revenue, and Licensee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the amendment date. Gross Revenues shall be determined in accordance with generally accepted accounting principles; provided, however, that Gross Revenues shall not include: (a) Revenues received by any of the Licensee's Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town; (b) Actual bad debts written off by the Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period so collected; Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (c) the Licensee's provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barter, services or other items of value instead of cash revenue then such items shall be included in Gross Revenues; (d) Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; (e) Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue; (f) Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay

(and does pay) License Fees to the Town on the resale of the Cable Services; (h) Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees); (i) Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and any other Subscriber equipment for the provision of Cable Service over the Cable System; and (k) Any fees or charges collected from Subscribers for the PEG Access Capital Funding (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

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

Issuing Authority: The Select Board of the Town of _____, Massachusetts.

Leased Channel or Leased Access: Any channel available for lease for programming by persons other than Licensee in accordance with Section 612 of the Cable Act.

License: The non-exclusive grant by the Issuing Authority to the Licensee of authority to build, own, and operate a Cable System within the Town, represented by this instrument.

Licensee: Charter Communications, Inc., or any successor or assignee in accordance with the terms and conditions in this Renewal License and all governing laws and regulations.

License Fee or Franchise Fee: The payments to be made by Licensee to the Issuing Authority or its designee, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. c. 166A.

M.G.L.: Massachusetts General Law.

Normal Operating Conditions: Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee 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 Licensee 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.

Origination Point or Origination Capacity: A activated connection to an Upstream Channel, allowing a User(s) to transit a Signal(s) upstream to a designated location.

Outlet: An interior or exterior receptacle, generally mounted in a wall, through which cable service is provided to the customer.

Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group of channels basis.

Pedestal: An environmental protection units used in housing Cable Television System isolation units and distribution amplifiers.

PEG: Channel capacity designated for Public, Educational, and Governmental Access signals and available on all Cable Service, or Tiers, offered by the Licensee.

PEG Access: Any Licensee owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

PEG Access Programming: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this Renewal License, and applicable laws.

Person: Any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, private or public, whether for profit or not-for-profit.

Public Access: The availability for non-commercial use by any resident, or any organization based in or serving the Town, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in this License and in accordance with 47 U.S.C. 531.

Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation the use by, among others, the Towns residents and/or non-profit organizations wishing to preset non-commercial Programming or information to the public.

Private Roads: Roads owned and maintained by private individuals or entities rather than by the Town or other government entity.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, and public grounds and all other publicly owned real property or real property rights under the jurisdiction of the Town within or belonging to the Town, or over which the Town has an easement or right-of-way, or easements or rights of way within the Town which have been dedicated for compatible uses in accordance with 47 U.S.C. 541 (a)(2), or to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this License, now or hereafter existing. Reference herein to "Public Way" or "Street" is not to be construed to be a representation or guarantee by the Town that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those possessed by the Town.

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

Respond: The Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

Service: Any Basic Cable Service, any Pay Cable Service, and/or other Cable Service, which is offered to and Subscriber or User in conjunction with, or which is distributed over, the Cable System.

Service Area: The area within the entire Town in which a residence can be served by a Standard Cable Installation from the cable plant as indicated on the map attached as Exhibit A, which Exhibit (i.e. map) shall be updated annually on January 15th by Licensee to reflect additional cable plant (except drops) installed during the term of this License.

Service Call: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

Service Interruption: The loss of picture or sound on one or more Channels.

Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

Spectrum: The name for Cable TV Services provided by Charter Communications, Inc.

Standard Cable Installation: An aerial connection consisting of fiber and/or coaxial cable between the Trunk, Feeder Line and Distribution System and a residential or municipal governmental Outlet located within Two hundred fifty Feet (250') of the existing System's Trunk, Feeder Line and Distribution System, and which does not require design changes or additional equipment (including but not limited to amplifiers or plant extensions) to provide acceptable Signal quality into the residence.

State: The Commonwealth of Massachusetts.

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

Subscriber Network: The bi-directional network owned and operated by the Licensee over which Signals are transmitted to subscribers, which shall meet or exceed all required FCC technological standards during the duration of this Renewal License.

Town: The Town of _____, Massachusetts including all area geography within the boundaries of the Town.

Towns: The Towns of Great Barrington, Lee, Lenox, Sheffield and Stockbridge, Massachusetts.

Trunk: The major distribution cable used in cable television systems.

Trunk Line: As listed in the definition of Feed Line or Feeder Line

User: A person utilizing the Cable Television system, including all related facilities for the purpose of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

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

ARTICLE 2 - GRANT AND TERM OF RENEWAL LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A, §1 of the General Laws of the Commonwealth of Massachusetts and the Cable Act, and subject to the terms and conditions set forth herein, Select Board of the Town of _____, (hereinafter "the Town") acting as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable Cable Television Renewal License to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate, and maintain a Cable Television System and provide Cable Service within the municipal boundaries of the Town.

Section 2.2 RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate, and maintain a Cable Television System in, under, over, along, across or upon the public streets, lanes, avenues, alleys, sidewalks, bridges, highways and other Public Ways or places in the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, or which the Licensee may use pursuant to 47 U.S.C. 541(a)(2), for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data or other signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town. In exercising rights pursuant to this License, Licensee shall not endanger or interfere with the lives of persons, interfere with any installations of the Town, any public utility serving the Town, nor unnecessarily hinder or obstruct the free use of public ways and places.

Section 2.3 APPLICABLE LAW

This Renewal License is granted under and in compliance with M.G.L. c. 166A and all other general laws and acts of the Massachusetts General Court, and in compliance with all applicable federal law, including, but not limited to the Cable Act, and all rules of the Federal Communications Commission ("FCC"), and all other State and federal rules and regulations. This Renewal License is subject to all rules and regulations of the Massachusetts Department of Telecommunications and Cable ("the Department").

Section 2.4 TERM OF RENEWAL LICENSE

This Renewal License shall commence upon the Effective Date, February 28, 2023, and shall expire on February 28, 2033, unless sooner terminated as provided herein or surrendered.

Section 2.5 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, or control thereof, shall not be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company or other entity holding such Renewal License to any other Person, company, or other entity without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing, subject to fourteen (14) day duly published notice, upon receipt of a written application therefore on forms as may be prescribed by the Department or FCC. Any such consent process shall be consistent with the transfer requirements of M.G.L. c.166A, §7; 207 CMR §4.00 et seq.; the Cable Act; and FCC regulations, all as they may from time to time be amended. Any application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee, or by their authorized representatives, evidence of whose authority shall be submitted with the application.

(b) To the extent it is consistent with any governing federal or State law, a mortgage or other grant of a security interest in this Renewal License to a banking or other financial institution, or a pledge or grant of other security interest in the stock of Licensee to a banking or other financial institution, shall not be a transfer requiring consent of the Issuing Authority. Should such mortgagee or other holder of a security interest or pledgee assume control of the Cable Television System, such Issuing Authority consent shall be required in accordance with applicable law.

(c) To the extent it is consistent with any governing federal or state law, no consent under subsection (a) shall be required if such sale, assignment, or transfer is to an entity under common control with the Licensee. In the event the Licensee deems a transfer to be internal in nature, not subject to applicable transfer law, and not described within the preceding sentence it may seek an advisory opinion from the Department requesting such interpretation and shall give written notice to the Issuing Authority of any such request and subsequent Department interpretation, if any.

(d) Subject to all applicable laws and regulations, in considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's financial qualifications, management experience, technical expertise, character qualifications, experience in the cable television industry, performance in other communities, and any other reasonable criteria allowable under applicable federal or state laws or regulations, and request such reasonable information as allowable under applicable law or regulations.

(e) For purposes of Section 2.5, the word "control" shall comply with the definition of such in 207 CMR 4.01.

(f) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or assumption of control by a mortgagee 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 other terms and conditions of this Renewal License.

(g) The Licensee shall promptly notify the Issuing Authority in writing of any action or proposed action requiring the consent of the Issuing Authority pursuant to this Section 2.5.

(h) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(i) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by mutual written consent of the parties.

(j) 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 and so agrees with and by their signature to the transfer or assignment document.

Section 2.6 EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.5 above or with any federal or state law or regulation, shall be null and void and shall

(i) be deemed a material breach of this Renewal License; and

(ii) among other remedies available to the Town, be subject to liquidated damages assessment in Section 7.8 infra.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been affected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

Section 2.7 NON-EXCLUSIVITY OF RENEWAL LICENSE

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 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 for any purpose whatsoever. The issuance of any additional licenses shall be on the same or comparable terms and conditions contained in this Renewal License, and such terms shall be no more favorable or less burdensome to any such additional licensee than the terms of this Renewal License.

In the event any change to state or federal law occurring during the term of this Renewal License materially alters the regime of cable licensing applicable to any Persons desiring to construct, operate or maintain a Cable Television System in the Town in a way that reduces the regulatory or economic burdens for such Person when compared to the terms of this Renewal License, then, at Licensee's written request, the Issuing Authority shall agree with Licensee to amend this Renewal License as provided at 207 CMR §3.07 et seq. to similarly reduce the regulatory or economic burdens on Licensee.

Section 2.8 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 2.9 REMOVAL OR ABANDONMENT

(a) Pursuant to M.G.L. c. 166A, §5(f), upon termination of this Renewal License by passage of time or otherwise without right of renewal, and unless Licensee renews its Renewal License for another term or Licensee transfers its License to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, trunk and distribution system, and all other facilities from the Public Ways and places and shall restore all areas to their original condition, unless pursuant to Section 2.5 of this License, the Issuing Authority effects a transfer of the property.

(b) If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned, and the Issuing Authority may dispose of the same in any way or manner it deems appropriate without liability of any type or nature to the Licensee, except that if such disposition results in a financial loss to the Issuing Authority, Licensee shall be liable to the Issuing Authority for the amount of such financial loss.

(c) Licensee shall not abandon its Cable System, its Cable Service or any of its facilities in any portion of the Town without the written consent of the Issuing Authority.

Section 2.10 PROCEEDINGS UPON EXPIRATION OR REVOCATION OF RENEWAL LICENSE

In the event this Renewal License is revoked or that it expires without further renewal, the Issuing Authority and the Licensee may transfer the Cable System to the Town or a subsequent Licensee subject to Section 627 of the Cable Act.

ARTICLE 3 – CABLE SYSTEM DESIGN, CONSTRUCTION, OPERATION, AND MAINTENCE STANDARDS

Section 3 .1 SUBSCRIBER NETWORK

(a) The Licensee will maintain a Cable Television System, which meets or exceeds all required FCC technological standards during the duration of this Renewal License.

(b) The Licensee shall continue to maintain throughout the term of this Renewal License, twenty-four hour, standby power at the Headend facility(ies) and any sub-headends. Such stand-by power shall provide continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(c) The system design of the Cable Television Stem and Subscriber Network shall at all times throughout this Renewal License meet all applicable FCC technical standards and all applicable technical specifications contained in this Renewal License.

Section 3.2 SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable Service available to substantially all residents of the Town, regardless of type of dwelling or its geographical location in the Town subject to Section 3.2(b) below, unless the Licensee is legally prevented from providing such Cable Service.

(b) Upon the Effective Date of this Renewal Contract, fiber-optic cable shall be used from the Cable Drop to the Outlet for the installation of any new residential Cable Service, unless the Licensee receives written permission from the Issuing Authority to not do so.

(c) The Licensee shall install Cable Service within fourteen (14) days of a request at a Standard Cable Installation charge to any residence in the Service Area currently served by the Cable System as indicated on the map attached as Exhibit A, (and as it may be supplemented upon additions to the plant) except that Licensee may charge for the costs of labor and materials necessary to provide service beyond two hundred and fifty feet (250') from the Cable System in the public way and/or to provide a customized installation, including any undergrounding, boring, or trenching. For purposes of this Section, private roads (i.e. roads not serviced by the Town) are not in the public way.

(d) In order to fulfill a request for cable service to a residence, the Cable System shall be extended at Licensee's expense, from existing Cable Plant to any and all areas of the Town containing twenty (20) residences per aerial mile of cable plant or fractional proportion thereof necessary to provide service. 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. Density per aerial mile of Cable System shall be computed by dividing the number of residential dwelling units within 250 feet of the plant to be installed by the length, in miles or fractions thereof, of the total amount of new construction of aerial cable necessary to make service available to the residential dwelling units in such area in accordance with Licensee's system design parameters. The cable length shall be measured from the nearest point of access to the then-existing Cable System, provided such extension is technically feasible from that point of access and located within the public rights-of-way. The total cable length shall exclude the drop cable necessary to serve individual subscriber premises.

(e) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsections (a) or (d) above upon request of the prospective subscribers in such areas and based upon the following cost calculation: If a request for an extension requires the construction of the Cable System into an area which does not contain the twenty (20) residences per aerial mile of cable plant or a fractional part thereof, the Licensee and the potential subscriber(s) will each be responsible for their proportionate share of construction costs. The Licensee's proportion of the cost shall be determined by multiplying the cost of extending the Cable System by a fraction, the numerator of which is the number of residences per cable mile in the area and the denominator of which is twenty (20). The balance of the costs will be paid by the person(s) requesting the extension. By way of example, if, to serve a person requesting cable service, the Licensee must extend its plant by one mile of aerial cable that passes fifteen (15) homes, then the Licensee shall be responsible for 15/20 or 75% of the costs of the extension and the person(s) requesting service shall be responsible for the remaining 5/20 or 25% of the cost.

(f) When the Licensee has forty-five (45) day prior notice concerning the opening of residential subdivision trenching, or of the standard installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame.

(g) The Licensee shall expeditiously seek all necessary permits.

Section 3.3 MAPS

Within forty-five (45) days after a written request to the Licensee, the Licensee shall, without charge, make available to the Issuing Authority for inspection accurate and readily readable strand maps of all existing and newly constructed Cable System plant at the closest Licensee's business office. The Town agrees to maintain the confidential nature of such maps. However, consistent with the definition of Service Area, the strand map shown as Exhibit A, shall be updated annually on January 15th by the Licensee to reflect additional cable plant (except drops) installed over the past year. Such updates shall be mailed forthwith to the Town, as noted in Section 8.9 Notice. On a separate map to be updated annually on January 15th and mailed to the Town, Licensee shall show all installed pedestals, as per Section 3.8.

Section 3.4 COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial, not-for-profit, or non-profit establishment(s) in the Town provided that such establishment(s) agrees to pay for the installation and monthly subscription costs as established by the Licensee.

Section 3.5 EMERGENCY AUDIO ALERT

The Licensee's Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") Regulations, 47 CFR 11, et seq.

Section 3.6 TREE TRIMMING AND CUTTING

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 all unnecessary damage and injury to any and all shade trees whether in the Public Way or on private property and shall cut or otherwise prune such trees only to the least extent necessary. Licensee shall comply with all applicable

regulations regarding trimming and cutting of trees. Licensee shall make reasonable efforts to secure the permission of the Town or property owner prior to any reasonable tree trimming.

Section 3.7 UNDERGROUND FACILITIES

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground. Underground cable lines shall be placed according to any Public Works, Highway Department or other Town by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible if available on reasonable terms and that underground installation is preferable to the placement of additional poles, provided that said underground placement is required of other utilities. When possible, Licensee shall use the underground conduit maintained by the Town provided that such use (i) is found by the Issuing Authority to be reasonable and at the sole cost and expense of the Licensee; and (ii) does not interfere with the Town's use or anticipated use of said conduit(s). Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program and shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. c. 82, §40.

Section 3.8 PEDESTALS

In any case in which pedestals housing passive or active devices are to be utilized in the Town Public Ways or within the Town public lay-out, such equipment shall be placed in a low-profile, above-ground electronic control box in accordance with applicable regulations, and at Town approved locations to be determined when Licensee applies for a permit, which will not be unreasonably denied. All such equipment shall be shown on a Pedestal construction map submitted to the Town in accordance with Section 3.3 herein.

Section 3.9 RESTORATION TO PRIOR CONDITION

(a) Whenever the Licensee takes up or disturbs any pavement, sidewalk, or other improvement of any Public Way or public place, the same shall be replaced, and the surface restored in as good condition as before entry and to such standards required of utilities operating within the Town and as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may notify the Licensee in writing of the required restoration and the reasonable time for completion of the restoration. Upon failure of the Licensee to comply with the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. Any damages to private property shall be determined in accordance with M.G.L. c. 166A, Section §22 and applicable law.

(b) Underground crossings of paved roads will be by boring under the road, not by trenching or opening the surface of the road except to the extent that boring is not feasible or is otherwise unreasonable to do.

Section 3.10 COOPERATION WITH BUILDING MOVERS

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Person(s) holding the building

move permit, but without charge to the Town. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 3.11 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reasons, which are within the Town's police power, such as public safety, street construction, change or establishment of street grade or layout, installation of sewers, drains, water pipes, power, or signal lines, setting of new or replacement utility poles and the construction of any public improvement or structure. In this respect, the Licensee shall be treated on par with any affected utilities.

Section 3.12 TOWN USE OF LICENSEE'S POLES AND CONDUIT

The Town shall have the right to attach to any pole erected by Licensee and to place in any of Licensee's conduits its own cable and equipment to be used for fire, police, and other governmental communications purposes where space permits, excluding the commercial use of providing services competing with Licensee's services. All such placements by the Town shall conform with all applicable rules and regulations. The costs for such placements by the Town shall be borne by the Town and cause no additional expense to Licensee. Such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System. The Licensee shall notify the Town of any plans for installation of conduit and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to Licensee. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide fourteen (14) days prior written notice to the Town. Licensee shall be held harmless from any resulting damages from its non-negligent removal of its own installations. The Town shall, no later than sixty (60) days after receipt of written notice by Licensee, remove its facilities from any Licensee pole or conduit if Licensee has need of the space for its own facilities.

Section 3.13 RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by the relocation of any fire alarm, cable, or equipment to make poles ready for the Licensee's Cable System. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.14 SERVICE INTERRUPTION

Except where an emergency situation necessitating a more expeditious procedure, Licensee shall use reasonable efforts to avoid the interruption of service for the purpose of system construction, routine repairing or testing the Cable System and only do so during periods of minimum use.

Section 3.15 RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Issuing Authority or its designee(s) shall have the right all to inspect construction and installation work performed subject to the provisions of this Renewal License and to make such test at it shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection(s) shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days prior written notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 3.16 CONSTRUCTION, UPGRADE, TECHNICAL, AND MAINTENANCE STANDARDS

(a) The Licensee shall operate and extend a Cable System and render efficient service to Subscribers as required by this Renewal License and applicable laws and regulations during the term of this Renewal License. The construction, maintenance and operation of the Cable System for which this Renewal License is granted shall be in conformance with all applicable provisions of the National Electrical Code (Article 820), the Massachusetts Electrical Code, the National Electrical Safety Code, all applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts DTC, Department of Public Utilities, the FCC and all State and Town building and zoning codes and all land use restrictions. All FCC regulations concerning technical standards are incorporated as independent standards of this Renewal License as well, including but not limited to 47 CFR 76.601 sub-part K, et seq.

(b) Copies of any technical performance tests required under FCC rules and regulations shall be submitted forthwith, upon request and at no charge, to the Issuing Authority. The Licensee's Cable System shall incorporate a technically advanced design configuration and operation consistent with standard cable industry practices.

(c) If, as a result of technological development(s), the Licensee's Cable System could be enhanced, the Licensee shall investigate the feasibility of implementing such new development(s) and shall implement such technological development(s) if such implementation (i) can be done without adding a financial burden to subscribers and (ii) is technically and economically feasible and viable for the Licensee as determined by Licensee. However, the Licensee shall not avoid implementing any and all system or technological standards as required by the FCC during this Renewal License period. In determining whether or not the Licensee shall implement such new development(s), the Licensee will consider, among other factors, the remaining term of this Renewal License; performance demonstrating the operational feasibility of the new development(s); construction and other related costs; the adaptability of such development(s) to the Licensee's Cable System or any part thereof; the potential marketability of the new service(s) and other factors affecting the economic feasibility and viability of implementation of the new development(s); and adoption of such new development(s) by neighboring communities.

(d) The Licensee shall take appropriate measures to minimize audio variations within its control between channels in the Cable System, as required by FCC Technical Standards.

(e) All Licensee's structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.17 MAINTENANCE LOG

(a) The Licensee shall maintain an annual maintenance log, or computerized listing, showing the date, approximate time, duration, type, and probable cause of all Cable System outages, whole or partial, due to causes other than Licensee's routine testing or maintenance.

(b) All entries in such maintenance log, or computerized listing, shall be retained by the Licensee for two (2) additional years and shall be subject to inspection and copying in accordance with federal and state privacy laws, rules, and regulations by the Issuing Authority or its designee during the Licensee's regular business hours upon written request.

Section 3.18 EMERGENCY REMOVAL OF CABLE SYSTEM

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the exercise of police powers of the Issuing Authority or any public safety or other designated public official, to cut or move any of the wires, cables, amplifiers, appliances, or appurtenances of the Cable System, the Town shall have the right, within its police power, to do so at the sole cost and expense of the Licensee. In such case, the Town shall notify Licensee of the cables or other equipment which have been cut or moved.

Section 3.19 PRIVATE PROPERTY

The Licensee shall be subject to all applicable laws, by-laws, or regulations regarding private property in the course of constructing, upgrading, installing, operating, and maintaining the Cable Television System in the Town including, but not limited to, M.G.L. c .166A, §22, as it may from time to time be amended. 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 at its sole cost and expense. The installation and operation of Licensee's Cable Television System shall not create any disturbance of, or nuisance to, private property in the Town.

Section 3.20 QUALIFICATIONS OF CONSTRUCTION PERSONNEL

The Licensee shall, if requested by the Issuing Authority, provide the Issuing Authority with the names and addresses of any construction companies, or if operating as individuals, the names, and addresses of such individuals, who contract or sub-contract with the Licensee to perform construction obligations of the Licensee under this License. Furthermore, the Licensee shall, upon request of the Issuing authority, furnish the names, addresses and telephone numbers of persons who can serve as references for such construction contractors and sub-contractors.

ARTICLE 4 – SERVICES AND PROGRAMMING

Section 4.1 BASIC SERVICE (BASIC TIER SERVICE)

The Licensee shall make available a Basic Cable Service to all Town Subscribers. Such Basic Service shall include at least the Designated Market Area ("DMA") broadcast television signals the Licensee carries as required by Federal law, and the downstream channels for public, educational, and governmental (PEG) access use. PEG channels shall be within the channel range of the Basic Cable Service.

Section 4.2 PROGRAMMING

(a) The Licensee shall offer and shall provide the following cable services: (i) All broadcast stations required to be carried by federal law; (ii) All public, educational, and governmental (PEG) access channels required by Article 5 supra of this Renewal License.

(b) The Town has expressed to Licensee its requirement of carrying at least one broadcast station licensed in Massachusetts to provide Boston and Massachusetts specific news and Licensee has acknowledged that demand by the Town.

(c) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Town's Programming line-up at least thirty (30) days before any substantial change is to take place.

Section 4.3 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 4.4 FREE DROPS AND BASIC SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide and maintain, at no charge, an activated Subscriber Standard Installation (250 feet), Outlet, and the monthly Basic Service to all public libraries; police and fire stations; Town Hall; Senior Center; Non-Profit Municipally owned Community Centers, Town Highway Garages and public buildings as designated in writing by the Issuing Authority per MGL c. 166a, §5(e).

(b) The Licensee shall coordinate the precise location of each Drop with each of the aforementioned institutions. There shall be no costs to the Town or any designated institution for the installation and provision of Basic Service and related maintenance. The Licensee shall supply one (1) converter for each Outlet, if necessary, at no charge to the Town.

(c) The Licensee shall discuss the location of each Drop and Outlet with proper officials in each of the buildings or institutions prior to any installation.

(d) Such locations receiving free basic cable service as of the Effective Date will continue to receive it, regardless of the length of the drop. Such buildings are listed in Exhibit B and may be updated upon written notice, as provided in Section 8.9 Notice.

Section 4.5 FREE DROPS AND BASIC SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall continue to provide and maintain, at no charge, an activated Subscriber Standard Installation (250 feet), Outlet, and the monthly Basic Service to all public schools within the Town. Licensee shall install additional cable television outlets in the public schools on an as-needed basis as mutually agreed upon with the Issuing Authority. The Licensee shall discuss the location of each connection with the proper officials of the public schools prior to the installation of said service. Such locations receiving free Basic Cable Service as of the Effective Date will continue to receive it, regardless of the length of the drop. The Licensee shall supply one (1) converter for each Outlet, if necessary, at no charge.

(b) The Licensee shall provide its full cooperation and free technical advice should any public school undertake to accelerate, at its own cost, the wiring of additional public classrooms for Cable Service. The public school shall insure that such wiring conforms to Licensee's technical standards and shall not result in signal leakage beyond acceptable FCC standards.

Section 4.6 CABLE SYSTEMS SIGNAL TRANSMISSIONS

All Cable System signals received by the Licensee in stereo shall be transmitted to subscriber homes in stereo. All TV signals that are received by the Licensee in High Definition (HD) shall be transmitted to Subscribers' homes in HD.

Section 4.7 REMOTE CONTROL DEVICES

To the extent required by applicable law, the Licensee shall allow Subscribers to purchase from parties other than the Licensee and to utilize remote control devices that are compatible with the converter box installed by the Licensee.

Section 4.8 REBATES DUE TO SERVICE INTERRUPTION

In accordance with 207 CMR 10.09, the 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 Cable Service interruption. 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 Cable Service interruption.

Section 4.9 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; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or whom the Licensee has a reasonable basis to believe is utilizing an unauthorized converter or is otherwise obtaining any Cable Service without required payment thereof.

ARTICLE 5 - LOCAL ACCESS PROGRAMMING: PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (PEG) ACCESS CHANNELS, PROGRAMMING, AND OPERATION

Section 5.1 PEG ACCESS CHANNELS

(a) Upon the Effective Date of this Renewal License, the Licensee shall continue to make available a total of three (3) licensee-owned Subscriber Network channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Programming to Subscribers, at no cost to the Town and the Access Corporation and, except as otherwise provided for herein, shall be subject to the control and management of the Town and the Access Corporation. Said Access Channels shall be included in the Licensee's Basic Service.

(b) All PEG Access Channels will be broadcast with closed captioning as required by FCC, the Americans with Disabilities Act, Section 508 of the Rehabilitation Act, and other relevant regulations. Charter Communications shall provide the bandwidth, equipment, and required services to effectuate these regulations within six (6) months of execution of the Renewal License.

(c) As of the Effective Date of this Renewal License, the PEG Access channel locations are as follows: (i) Public Access: Channel ____; and (ii) Educational Access: Channel ____; Governmental Access: Channel _____. It is the preference of the Issuing Authority that such channels be consecutively numbered and in the lineup of the first fifty channels, so as to serve subscribers' needs.

(d) The Licensee shall not move or otherwise relocate the channel locations of any PEG Access channel(s), without advanced written notice to, and consent of the Issuing Authority, which will not be unreasonably withheld. The Access Corporation will receive the same advanced written notice. Such written notice shall be provided at least thirty (30) days in advance unless Licensee is legally mandated by the FCC or the Department to move a PEG Access channel(s) sooner.

Section 5.2 ACCESS CORPORATION

CTSB shall be the designated Public Access Corporation to provide services to public Access Users as follows:

- (a) Schedule, operate, and maintain the Public Access Channel provided in accordance with Section 5.1 herein;
- (b) Manage annual funding, as provided in Section 5.6(a);
- (c) Operate and maintain a Public Access studio, and purchase and/or lease equipment, with the funds provided in Section 5.7(a) and as allocated for such purposes by the Issuing Authority;
- (d) Conduct training programs in the skills necessary to produce quality Public Access Programming;
- (e) Provide technical assistance, pre-production, production, and post-production services to Public Access Users, using Access Corporation staff and volunteers;
- (f) Establish rules, procedures, and guidelines for the use of the Public Access Channel;
- (g) Provide publicity, fund-raising, outreach, referral, and other support services to Public Access Users;
- (h) Accomplish such other tasks relating to the operation, scheduling, and management of the Public Access Channels, facilities, and equipment as appropriate and necessary; and
- (i) Produce, or assists users in the production, of original, non-commercial video programming of interest to Subscribers focusing on Town issues, event, and activities.

Section 5.3 PUBLIC ACCESS TO THE CABLE SYSTEM

Any resident of the Town, or any non-commercial organization based in or servicing the Town, shall have the right to place programming on the PEG Access channel dedicated to public use. The parties recognize that any PEG Access channel facilities, equipment, and training will be available on a shared basis to each of the Towns pursuant to their respective Renewal Licenses.

Section 5.4 GOVERNMENT ACCESS TO THE CABLE SYSTEM

Any PEG Access channel provided herein and dedicated to Government Access shall be available to the Issuing Authority for the purposes of non-commercial municipal access television programming in accordance with 47 U.S.C. 531. Such channel may be used by government departments and agencies to inform subscribers about the Town, or other government, and its services. Government Access programming shall be coordinated and managed by the Access Corporation, unless the Town decides to operate Government Access under a government department.

Section 5.5 EDUCATIONAL ACCESS TO THE CABLE SYSTEM

Any PEG Access channel provided herein and dedicated to Educational Access use shall be available to any School, or School District, serving the Town for the purposes of non-commercial Educational Access television programming in accordance with 47 U.S.C. 531. Educational Access

programming shall be coordinated and managed by the Access Corporation in cooperation with any such School or School District.

Section 5.6 LICENSE FEES

(a) The Licensee shall continue to pay to the Issuing Authority, throughout the term of this Renewal License, a License Fee to the Issuing Authority or equal to five percent (5%) of the Licensee's Gross Annual Revenues, as such term is defined in this Renewal License. Said License Fee shall be used for, among other things, support of the Access Corporation, PEG Access programming, and for any other purpose allowed by law.

(b) Funding provided by the Licensee hereunder shall be five percent (5%) of the Licensee's annual Gross Revenues, as defined in Article One, and shall be paid in accordance with Section 5.6 (c) below; provided, however, that if the renewal license of another cable operator (or its successor or assign) in the Town, provides for such operator to pay a lower percentage during such time period, then the percentage of the Licensee's PEG Access/Cable-Related Support Funding payments herein shall be reduced to match such lower percentage over that same time period.

(c) The PEG Access/Cable-Related payments, pursuant to Section 5.6(b) above, shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenues Revenue Form and Calculation of Quarterly PEG Fee Payment substantially in the form of Exhibits D and E. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted or shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of this Section 5.6.(c), the period for determining Gross Revenues shall be the preceding calendar quarter. The Licensee represents that, in accordance with the terms of its Renewal License with the Issuing Authority dated _____.

(d) In the event that the License Fees herein required are not tendered on or before the date fixed in Section 5.6(c) above, interest due on such fee shall accrue from the date due at the Prime Rate.

(e) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of the Licensee's Gross Annual Revenues; provided, however, that said five percent (5%) shall include any license fee payable to the FCC and the State; and furthermore provided, however, that said five percent (5%) shall not include the following: (i) the PEG Access capital grants herein (Section 5.7); (ii) any interest due to the Town because of late payments; (iii) any damages herein (Section 7.8); and (iv) any taxes or other fees or charges which the Licensee shall be required to pay to the Town or any State or federal agency or authority.

(f) The Licensee may withhold from the payment under subsection (a) above, an amount equal to five percent (5%) of Gross Annual Revenues derived from sources other than cable subscribers and apply such amount against the costs incurred by the Licensee in installing the connections required in the Town under Section 5.11 and Exhibits B and C of this Renewal License until such time as the costs of the connections in the Town under Section 5.11 have been recouped. It is anticipated that such costs were recouped under the previous License Agreement.

(g) Unless otherwise required by applicable law, if services included within the definition of Gross Annual Revenues are provided to subscribers in conjunction with services not within such definition for a single aggregate price, and the total cost of such bundled services reflects a discount from the aggregate retail prices of the services contained therein when provided separately, the five

percent (5%) PEG Access operating payment may be applied to the retail price of the services as sold separately within the definition of Gross Annual Revenues in the bundle, reduced by no more than a proportionate share of the overall discount.

(h) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a second license fee to the Issuing Authority equal to fifty cents (\$.50) per subscriber per year as provided in M.G.L. c. 166A, §9. The number of subscribers, for purposes of this section, shall be calculated on the last day of each calendar year.

Section 5.7 PEG ACCESS CAPITAL FUNDING

(a) The Licensee under the Renewal License shall provide \$.95 per month per subscriber to the Issuing Authority for PEG Access capital funding over the term of the contract. The complete listing of PEG Access capital and its funding, as provided for in this section, is Attachment C to this Renewal License.

(b) The total capital funding payment will be made in one payment, 90 days after the Effective Date of this Renewal license. The equipment purchased with the capital funding provided under this Section will be generally comparable to the equipment listed in Exhibit D.

(c) In the event that the capital payment required to be made herein is not tendered on or before the date fixed herein, interest due on such required payment shall accrue at the Prime Rate and be paid to the Issuing Authority from the date due.

(d) In no case shall said capital funding be counted against or included of the Licensee's Gross Annual Revenues in the five percent (5%) quarterly payments for PEG Access operating funding pursuant to Section 5.7(a) above.

Section 5.8 METHOD OF PAYMENT

All payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

Section 5.9 RECOMPUTATION

(a) 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 Issuing Authority or the Access Corporation may have for additional sums including interest payable under this Article 5.

(b) The Issuing Authority or its designee, including an independent certified public accountant hired by the Issuing Authority, shall have the right to inspect records necessary to verify Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If after any such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from the original due date at the Prime Rate during the period that such additional amount is owed.

Section 5.10 EQUIPMENT OWNERSHIP

The Issuing Authority may, at its discretion, delegate responsibility to the Access Corporation for the control and management of the PEG Access channels. The Issuing Authority shall notify Licensee of such delegation in writing no later than 30 days after the effective date of said delegation. The Town, or

the Access Corporation, shall own all PEG Access equipment purchased with funding pursuant to Section 5.7 supra. The Licensee shall have no obligation to maintain or insure any such PEG Access equipment.

Section 5.11 REMOTE ORIGINATION POINTS

(a) The Licensee shall continue to maintain such equipment at the origination sites listed in Exhibits B and C as necessary to transmit programming signals from these origination sites for carriage on PEG Access channels.

(b) The Licensee shall continue to install, as required, and continue to maintain a fiber connection to its system from each of the origination points at the locations set forth in Exhibit C, in order that programming signals can be transmitted from said origination points for carriage on PEG Access channels. The costs of such twenty connections shall be paid initially by Licensee but reimbursed to Licensee by the Towns as described in Section 5.6(d), unless paid for under the previous License Agreement.

Section 5.12 PEG ACCESS CHANNELS MAINTENANCE

(a) The Licensee shall monitor the PEG Access Channels for technical quality as it does other channels and shall ensure that they are maintained at standards commensurate with those which apply to the majority (fifty-one percent (51%)) of the Cable System's commercial channels. Upon the request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

(b) The Town or the Access Corporation shall be responsible for maintaining the picture quality of PEG Access programming delivered to Licensee. The Licensee shall be responsible for maintaining the return infrastructure up to the point of connection for the PEG Access Channel modulators and demodulators.

Section 5.13 CENSORSHIP

Neither the Issuing Authority, the Licensee, nor the Access Corporation shall engage in any program censorship or any other control of the content of PEG Access programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 5.14 ACCESS PROGRAMMING

Editorial discretion and the content of the programming on the Public Access Channel, and any liability therefor, shall reside solely with, and be the sole responsibility, of the Access Corporation.

Section 5.15 THIRD PARTY RIGHTS

The Issuing Authority and the Licensee herein acknowledge and agree that the Access Corporation is not a party to this Renewal License and that any provisions herein that may affect the Access Corporation are not intended to create any rights on behalf of the Access Corporation.

Section 5.16 PEG ACCESS PROGRAMMING COSTS

(a) There shall be no direct charges to the Town, the Access Corporation, or PEG Access users by the Licensee for use of the PEG Access facilities required herein, provided, however, that the Licensee may line-item and/or otherwise pass-through such PEG access annual funding costs to subscribers strictly in compliance with applicable laws and regulations.

(b) If the Licensee is subject to rate regulation, upon request, the Licensee shall provide the Town with appropriate completed FCC forms in accordance with applicable FCC regulations showing any such externalized, line itemed and/or passed-through PEG Access costs within 60 days of any change in rate regulation.

ARTICLE 6 - SUBSCRIBER RIGHTS AND CONSUMER PROTECTIONS

Section 6.1 CUSTOMER SERVICE OFFICE

Licensee shall maintain and operate a full-time conveniently located local customer service office, for the return/exchange of Subscriber equipment, and bill payment, at a location as required by FCC customer service standards for the full term of this Renewal License. Said customer service office shall be open for walk-in business during normal business hours. Currently, Licensee maintains such a location in the Town of Lee. In the event that Licensee moves or closes that facility it will give the Town at least 120 day's written notice and will, if requested, meet with representatives of the Towns to discuss and explain its decision to move or close the office.

Section 6.2 CUSTOMER SERVICE STANDARDS

The Licensee shall comply with FCC Customer Service Standards, as amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit F.

Section 6.3 DEFINITION AND DOCUMENTATION OF CUSTOMER COMPLAINT

Complaint is defined in Article One, Definitions. Licensee shall comply with both FCC and the Department's requirements for defining and documenting a customer complaint. If there is a difference in definition and documentation between the FCC and DTC requirements, the stricter of the two shall be adhered to.

Section 6.4 COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing, privacy, service, disputes, and all other complaints by subscribers as required by Section 6.3, above. To the extent required by applicable laws, and Section 6.3 above, the Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for all complaints and other services, to all subscribers, and the Issuing Authority. The Issuing Authority or designee, at its own discretion, may provide written comments on such procedures within 60 days of their issuance, or in advance of such issuance at the request of Licensee. Such written comments will be taken into consideration by Licensee. If any such procedures and/or telephone numbers are changed between such annual provisions, the Licensee shall provide changed or updated information to all subscribers and the Issuing Authority, in writing, within 30 days of such change(s).

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions, and similar matters. In the event a Subscriber is aggrieved, the Issuing Authority or designee(s) will be responsible for receiving and acting upon such Subscriber complaint(s), as follows:

(i) Upon the written request of the Issuing Authority, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority

with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding the cable television operations, the Subscriber is entitled to file their complaint with the Issuing Authority or designee only after seeking resolution with the Licensee's appropriate employees employed to provide such resolutions. No Subscriber will have to seek more than reasonable resolution before filing their complaint with the Issuing Authority or designee. The Subscriber will thereafter meet jointly with the Issuing Authority or designee and a representative of the Licensee within thirty (30) days of the Subscriber filing their complaint, in order to fully discuss and resolve such complaint.

(iii) Notwithstanding the foregoing, if the Issuing Authority or designee determines it to be in the public interest, the Issuing Authority or designee may investigate any multiple complaints brought by Subscribers arising from the operations of the Licensee.

(iv) In the event the Issuing Authority or designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or designee shall suggest appropriate amendment(s) to the Licensee's procedures for resolution of complaints and the Licensee shall consider the reasonableness of such suggested amendment(s), provided that such amendment(s) does not unreasonably increase the cost of providing Cable Service.

(c) The Licensee shall in the 6-month period before the third anniversary and likewise again before the sixth anniversary of the Effective Date of this License send hard-copy customer survey forms to all cable subscribers in the Service Area. Such hard-copy customer survey shall be separate from the Spectrum bill and shall be in an envelope designed to call attention to the enclosed customer survey. The customer may respond by mailing back the survey or taking it online, as noted in the accompanying directions. Licensee will design such customer survey forms with input from the CAC and Licensee, upon request will make survey results available (in aggregate form) to the Issuing Authority or its designee. Survey forms shall solicit customer opinions regarding timeliness of installations and repairs, frequency of repeat repairs, billing issues, programming satisfaction, complaint resolution, and may include other issues of local interest at any given time.

Section 6.5 PRIVACY WRITTEN NOTICE

(a) At the time of entering into an agreement to provide any Cable Service or to a subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical, and administrative security safeguards to ensure that personal Subscriber and User information is handled and protected strictly in accordance with the policy.

Section 6.6 SUBSCRIBER'S RIGHT TO PRIVACY, INSPECTION AND VERIFICATION OF INFORMATION

(a) Licensee shall comply with all privacy provisions of applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984, 47 USC §551, and Title 18 United States Code, Section 2520 and Article 6 herein.

(b) The Licensee shall respect the rights of privacy of every Subscriber and User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(c) The Licensee shall make available for inspection by a Subscriber at a reasonable place and time, such as the Licensee's customer service office, all personal subscriber information that the Licensee maintains regarding said Subscriber.

(d) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding them maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(e) A Subscriber or User may challenge the accuracy completeness, retention, use, or dissemination of any items of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 6.7 DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and employees shall not, without the prior written authorization of the affected Subscriber or User, provide to any third party, including the Town, data identifying or designating any Subscriber or User either by name or address. Said authorization may be withdrawn at any time by the Subscriber or User by providing written notice to the Licensee. The Licensee shall provide annual notice to each Subscriber or User who has given the aforesaid authorization of each Subscriber's or User's right to withdraw the authorization. In no event shall such authorization be obtained as a condition of Service or continuation thereof, except as necessary to adequately provide particular Services.

Section 6.8 PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any Cable Television System channel being received on their television set(s).

Section 6.9 BILLING AND TERMINATION PROCEDURES

Licensee will comply with the consumer protection regulations of the Department, 207 CMR 10.00 et seq., as in effect at the time. See Exhibit G.

Section 6.10 ADVANCE BILLING AND PAYMENT

Subscribers shall not be billed in advance by more than a one month period except with the subscriber's consent. Subscribers shall be given twenty (20) days from the date of receipt of their bill to pay such bill. The date the twenty (20) days is counted from shall not be the U.S.P.S. mail postmark date, or the email date if electronically sent, but the date of receipt by the Subscriber or the date it appears in the Subscriber's electronic mail inbox. All bill payment protections provided by the FCC and the Department shall apply, with the most lenient taking precedent.

Section 6.11 MONITORING

Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system wide or individually addressed “sweeps” solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 6.12 POLLING BY CABLE

No poll or other upstream response of a Subscriber or User shall be conducted or obtained, unless (i) the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose, and prospective use of the results of the poll or upstream response and (ii) the program has an information, entertainment, or education function which is self-evident. The Licensee or its agents shall release the result of upstream responses only in the aggregate and without individual references.

Section 6.13 EMPLOYEE IDENTIFICATION CARDS

All of Licensee’s employees, including repair and sales personnel and all contracted or subcontracted personnel, entering private property shall be required to show an employee photo identification card issued by the Licensee and bearing a picture of said employee. Lack of an employee photo identification card shall be justification for a Subscriber, User, potential Subscriber, or potential User to deny access to the Subscriber’s or User’s home without incurring any charges.

Section 6.14. NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service, or access activities on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of Federal and State regulations concerning non-discrimination.

Section 6.15 INSIDE WIRING

Licensee shall abide by applicable laws and regulations with respect to inside wiring.

Section 6.16 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of Cable Service shall not be responsible for charges for such service for the time period occurring after the requested date of disconnection and the time the service is disconnected by Spectrum, provided they have returned Licensee’s equipment within 30 days of the requested date of disconnection, unless otherwise so instructed by a Spectrum representative. Licensee shall make a good faith effort to fully disconnect service as soon as possible after requested to

do so by a subscriber. Any credit due to subscriber upon full termination of a service shall be paid to subscriber within thirty (30) full days of service disconnection by Spectrum.

Section 6.17 ELECTRONIC NOTICE

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.

ARTICLE 7 - ADMINISTRATION, REGULATION, AND LICENSEE'S PERFORMANCE

Section 7.1 REGULATORY AUTHORITY

The Issuing Authority or their designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Department shall monitor and 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 7.8 infra.

Section 7.2 INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, defend, and hold the Issuing Authority, the Town and its officials, boards, commissions, employees, or agents, harmless at all times during the term of this Renewal License from any and all claims for damage due to the actions of Licensee, its employees, officers, or agents, and contractors in the construction, installation, operation, maintenance, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, and removal of any structure, equipment, wire, or cable installed. Indemnified expenses shall include any judgment, cost, interest, and attorney's fees and costs up to such tie that the Licensee assumes defense of any action hereunder. The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The Issuing Authority shall give the Licensee prompt written notice of its obligation to indemnify and defend any Indemnified Party pursuant to this section.

Section 7.3 INSURANCE

At all times during the term of this Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for and, if requested in writing, file, with the Issuing Authority, insurance company certificates of the following insurance:

(a) A general comprehensive and property liability policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional co-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 Two Million Dollars (\$2,000,000.00) for injury or death to any one Person in any one occurrence and Four Million Dollars (\$4,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(b) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional named 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 and Three Million Dollars (\$3,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.

(c) Automobile liability insurance for owned vehicles including, but not limited to owned, non-owned and rented automobile(s) and utility service vehicle(s) in the amount of: (i) Three Million Dollars (\$3,000,000) for bodily injury and consequent death per occurrence; (ii) Two Million Dollars (\$2,000,000) for bodily injury and consequent death per occurrence; and (iii) Seven Hundred and Fifty Thousand Dollars (\$750,000) for property damage per occurrence.

(d) Worker's Compensation in the minimum amount of the statutory limit.

(e) The following conditions shall apply to the insurance policies required herein: (i) Such insurance shall commence no later than the Execution Date of this Renewal License; (ii) 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; (iii) Such insurance shall be obtained from brokers or carrier authorized to transact insurance business in the State; and (iv) the Licensee's failure to obtain, to procure, or to maintain the required insurance shall constitute a material breach of this Renewal License under which the Town may immediately suspend operations under this Renewal License.

Section 7.4 PERFORMANCE BOND

(a) The Licensee shall maintain at its own cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000). Such a separate and equally funded Performance Bond shall be maintained for each of the five (5) Towns. Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this 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 Licensee shall fail to comply with any one or more provisions of the Renewal License, or to comply with any order, permit or direction of any department, agency, commission, committee, board, division or office of the Town or its having jurisdiction over Licensee's acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation, and/or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result therefore, pursuant to the provisions of Section 7.7 and 7.8 infra.

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

Section 7.5 NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the

liability assumed by the Licensee under the terms of the Renewal Licensee and shall contain the following endorsement:

“It is hereby understood and agreed that neither this policy or bond shall be cancelled, materially changed or the amount of coverage thereof reduced, until sixty (60) 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.”

Section 7.6 REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or their designee(s), copies of all current certificates regarding: (i) all insurance policies as required herein; and (ii) the performance bond as required herein.

Section 7.7 DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several 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:

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

(b) 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. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee’s efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee’s efforts, until such default is cured.

In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or their Designee 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 close of said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 7.8 below;
- (ii) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 7.4 herein;
- (v) declare the Renewal License to be revoked subject to Section 7.21 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

Section 7.8 LIQUIDATED DAMAGES

(A) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 7.7 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

(i) For failure to operate, program and update and maintain the Cable Television System, in accordance with Sections 3.1, 3.5, and 4.1 herein, five hundred dollars (\$500.00) per day.

(ii) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.5 herein, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.

(iii) For failure to comply with the technical standards, pursuant to Section 3.1 herein, four hundred dollars (\$400.00) per day, for each day that any such non-compliance continues.

(iv) For failure to comply with the public, educational and governmental access provisions in accordance with Article 5 herein (excluding late payment of any monies due), four hundred dollars (\$400.00) per day, for each day that any such non-compliance continues.

(v) For failure to meet the FCC's Customer Service Obligations in accordance with Article 6 herein and Exhibit F, one hundred dollars (\$100.00) per occurrence per day that any such non-compliance continues.

(vi) For failure to make service and/or repair visits as required in Sections 6.2 and 6.4 herein, seventy-five dollars (\$75.00) for each occurrence in which such standards are not met.

(vii) For failure to accurately report Customer Complaints in the Annual Form 500 as defined by the Renewal License agreement and the Department Form 500 Guidance, five hundred dollars (\$500) per occurrence per month until the corrected Annual Form 500 is refiled and sent to the Issuing Authority(ies).

(viii) For failure to properly bill monthly invoices per Massachusetts 207 CMR 10.5, one hundred dollars (\$100.00) per occurrence per day than such non-compliance continues.

(B) The parties hereto agree that the following liquidated damages shall not require the Issuing Authority to follow the procedures of Section 7.4 infra; provided, however, that the Issuing Authority shall give the Licensee written notice, by certified mail, of any such non-compliance and a fourteen (14) day period, from receipt of such notice, to cure. Any such liquidated damages shall accrue as of the date that the Licensee receives notice from the Issuing Authority, unless the Licensee cures any default(s).

(1) For failure to submit reports, pursuant to Section 7.6 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.

(C) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(D) Each of the above mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

(E) In the event that there is litigation between the Licensee and the Issuing Authority regarding the application of the Section 7.8, where the Issuing Authority prevails, the Licensee shall pay the

reasonable attorney's fees incurred by the Issuing Authority, including the value of any services provided by the Town's legal counsel.

Section 7.9 NO WAIVER – CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town 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 provide by law, and nothing contained in this Renewal License shall impair any of the rights of the Issuing Authority or the Town under applicable law, subject to each case to the terms and conditions of this Renewal License.

(c) A waiver of any right or remedy by the Issuing Authority or the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy the Issuing Authority or Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of 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 of the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

Section 7.10 ANNUAL PERFORMANCE TEST

Proof of performance tests shall be made as required by FCC and the Department regulations to ensure compliance with the F.C.C. Technical Specifications referenced in §3.19 herein and the Department's regulations. The costs of such test(s) shall be borne by Licensee. Written proof and results of such performance tests shall be submitted to the Issuing Authority, on an annual basis within ten (10) calendar days after completion of testing. If the Licensee determines the results of such performance tests may be proprietary in nature, Licensee may summarize or otherwise present such results in a non-proprietary format to the Issuing Authority.

Section 7.11 PERFORMANCE EVALUATION HEARING

(a) The Issuing Authority may, at its discretion, hold a performance evaluation hearing as it may from time to time deem necessary. Any such hearing shall be open to the public and properly noticed. The purpose of said performance evaluation hearing shall be to review Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall have the right to question Licensee concerning the operation, maintenance, and extension of the Cable Television System and any other matters regulated by this Renewal License, including, but not limited to, customer service, complaint response, programming and PEG Access channels, facilities, and support.

(b) The Licensee shall be given twenty-one (21) days prior written notice of any and all topics to be discussed as well as the date, time and place of such any performance evaluation hearing. During such review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee and produce such documents or other materials as are reasonably requested by the Issuing Authority and reasonably related to compliance with the Renewal License. The Issuing Authority shall arrange for announcement of each evaluation hearing on a PEG Access channel. One or

more of the Issuing Authorities may elect to hold a joint performance evaluation hearing with the Licensee. Any such hearing may be in person or held remotely, as decided by the Issuing Authority(ies).

(c) Within thirty (30) days after the conclusion of any such evaluation hearing, the Issuing Authority(ies) shall issue a written report with respect to the adequacy of Cable System performance, quality of service, and any other matter discussed during the evaluation hearing, and send one (1) copy to the Licensee and file one (1) with the Town Clerk Office(s). If inadequacies are found which result in a violation of any of the provisions of the Renewal License, the Licensee shall respond in writing within thirty (30) days and propose a plan for implementing any changes or improvements necessary, pursuant to Section 7.7 infra.

Section 7.12 CABLE ADVISORY COMMITTEE

(a) At the discretion of the Issuing Authority, the Cable Advisory Committee (CAC) may be vested by the Issuing Authority with such power and authority as may lawfully be delegated, including participation the advisory committee for the Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge (“Five Town Cable Advisory Committee”). However, only the Issuing Authority of a Town may grant and sign a Renewal License; agree to amend a Renewal License; grant or deny consent to a transfer of a Renewal License; find the Licensee in breach of the Renewal License; or revoke the Renewal License.

(b) The Licensee shall meet with the Issuing Authority or the Five Town Cable Advisory Committee on a regular basis to review the Licensee’s compliance with the Renewal License as well and to review other issues related to this License. Such meetings may be requested by the Issuing Authority and the Five Town Cable Advisory Committee; all meeting shall conform to the State’s Open Meeting Law and the Licensee or designee(s) shall make every effort to attend each such meeting.

Section 7.13 INFORMATION REQUESTS AND RIGHT TO INSPECT RECORDS AND FACILITIES

(a) Upon written request of the Issuing Authority, the Licensee shall promptly, and no later than within thirty (30) calendar days, submit to the Town such requested information in writing regarding the Licensee, its business and operations, or any affiliated Person with respect to the Cable System. Such information shall be in such form and contain such details as may be specified by the Town or that may be reasonably required to establish the Licensee’s compliance with its obligations pursuant to this License.

(b) If the Licensee believes that any documentation requested by the Issuing Authority pursuant to this Renewal License involves proprietary or confidential information, then the Licensee need not disclose the information to the Town; however, the Licensee shall confer with the Town Counsel, with the Issuing Authority’s permission, to explain the basis of the Licensee’s claim of a proprietary interest and attempt to implement a mutually acceptable method of confidential treatment of such records such that they shall not become public records.

(c) Upon reasonable written notice, the Issuing Authority may visit the place(s) of business and other premises and examine the records and facilities of the Licensee during normal business hours to determine Licensee’s compliance with (i) all provisions of this Renewal License and (ii) all other legal requirements relating to this Renewal License.

Section 7.14 QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgement of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require 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 of same. Said report shall include the following information: (i) the nature of the complaint or problem which precipitated the special tests; (ii) the system component(s) tested; (iii) the equipment used and procedures employed in testing; (iv) the method, if any, in which such complaint(s) or problem(s) was resolved; and (v) any other information pertinent to said test and analysis which may be required.

Section 7.15 FINANCIAL, COMPLAINT, AND OTHER REPORTS

(a) The Licensee shall furnish the Issuing Authority, or its designee(s), no later than one hundred twenty (120) days after the end of Licensee's Fiscal Year, Department Forms 200 and 400, prepared in accordance with the Department's rules and regulations.

(b) The Licensee shall furnish the Issuing Authority and/or its designee(s), no later than one hundred twenty (120) days after the end of the Licensee's Fiscal Year, a statement of its Gross Annual Revenues, upon which its PEG Access annual capital grant is based.

(c) The Licensee shall submit a completed copy of the Department's Form 500 to the Issuing Authority as required by the Department.

(d) The Licensee shall file a written report containing the number of Subscribers in the Town with the Issuing Authority and said report shall be filed annually with the Financial Reports required herein.

(e) The Licensee shall submit a completed copy of the Department's Form 500C, Service Interruption Report to the Issuing Authority, or its designee, as required by such form.

Section 7.16 NON-EXCLUSIVITY OF REMEDY

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

Section 7.17 DUAL FILINGS

If requested in writing, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or communications filed by the Licensee with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

Section 7.18 ADDITIONAL INFORMATION

At any time during the term of this License, upon a reasonable written request by the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to this License.

Section 7.19 INVESTIGATION

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency; provided, however, that any

such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

Section 7.20 REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and in accordance with Section 7.7, Determination of Breach, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 7.21 TERMINATION

The termination of this Renewal License and the Licensee's right 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 7.7 and 7.8 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License.

ARTICLE 8 - GENERAL PROVISIONS

Section 8.1 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 instrument in writing executed by the parties.

Section 8.2 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 this Renewal License.

Section 8.3 SEVERABILITY

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 thereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 8.4 FORCE MAJEURE

If for any 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. Unless further limited elsewhere in this renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; 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 subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity;

storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials such as fiber, or any other cause or event not reasonably within the control of the Licensee.

Section 8.5 RENEWAL LICENSE EXHIBITS

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

Section 8.6 WARRANTIES

The Licensee warrants, represents, and acknowledges that, as of the Execution date of this Renewal License, the Licensee shall submit to the Issuing Authority, in a form reasonably acceptable to Town counsel, an appropriate document evidencing its warranties, 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;

(b) The Licensee has the requisite power and authority under applicable law and its bylaws 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 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;

(c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law; and

(d) There is no action or proceeding pending or threatened against the Licensee which would interfere with its performance of this Renewal License.

Section 8.7 APPLICABILITY OF RENEWAL LICENSE

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

Section 8.8 JURISDICTION

Jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a federal or state court or agency 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 arising in connection with the entry of such judgment.

Section 8.9 NOTICE

Every notice to be served under this Renewal License shall be delivered ~~in hand and~~, or sent by certified mail (postage prepaid), or overnight delivery service and shall be deemed to have been given on the date of hand delivery or on the mailing date thereof. Notices shall be addressed as follows:

(a) To the Issuing Authority:

Select Board

_____ Town Hall

Mailing Address and Street Address

_____, MA 012_____

Or such other address as the Issuing Authority may specify in writing to the Licensee.

(b) To the Licensee:

Charter Communications, Inc.

Or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 8.10 TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, to the extent 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 8.11 RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this Renewal License Agreement will not constitute, nor be deemed to constitute, a waiver, either expressly or impliedly, by Licensee or by the Issuing Authority of any constitutional or legal right, which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions. The Issuing Authority and Licensee acknowledge that each reserve all of their respective rights under applicable Federal and State Constitutions and laws.

Section 8.12 INCORPORATION of M.G.L. c. 166A, §5

The provisions of M.G.L. c. 166A, §5(a)-(o), as they presently exist and as they may from time to time in the future be amended, are incorporated into this Renewal License Agreement, and shall be governing on all parties.

Section 8.13 NO THIRD PARTY BENEFICIARIES

This License is not intended to create any rights or benefits on behalf of any Person other than the parties to this Renewal License.

Signature page follows.

WITNESS OUR HANDS AND OFFICIAL SEALS:

For the Town of _____,
_____ Select Board

Date: _____

For Charter Communications, Inc.:

Date: _____

EXHIBITS

EXHIBIT A: TOWN SERVICE AREA OR STRAND MAP

EXHIBIT B: PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE, INCLUDING ANY TOWN COAS LOCAL ORIGINATION SITES TO HAVE BEEN UPGRADED TO FIBER OPTIC SITES

EXHIBIT C: PEG ACCESS CAPITAL FUNDING

EXHIBIT D: GROSS ANNUAL REVENUES REPORT and PEG FEE CALCULATION QUARTERLY REPORT

EXHIBIT E: CALCULATION OF QUARTERLY PEG FEE PAYMENT QUARTERLY REPORT

EXHIBIT F: FCC CUSTOMER SERVICE OBLIGATIONS

EXHIBIT G: 207 CMR 10.00: BILLING AND TERMINATION OF CABLE SERVICE

EXHIBIT A: TOWN SERVICE AREA OR STRAND MAP

As provided to each of the five Towns by Charter Communications in 2022.

EXHIBIT B: PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE, INCLUDING ANY TOWN COAS LOCAL ORINATION SITES TO HAVE BEEN UPGRADED TO FIBER OPTIC SITES

Pursuant to Sections 4.4 and 4.5 herein, the following public buildings and schools shall receive one Cable Service drop, outlet, and monthly Basic Service:

As provided in each of the five Towns 2013 signed Cable TV License Agreement with Time Warner Cable, assigned to Charter Communications in 2005.

EXHIBIT C: PEG ACCESS CAPITAL FUNDING

Per Section 5.7(a) PEG ACCESS CAPITAL FUNDING, The Licensee under the Renewal Licensee shall provide \$.95 per month per subscriber to the Issuing Authority for PEG Access capital funding over the term of the contract.

PEG Access Capital Spending for the first Five years of the Cable TV Renewal Contract:

Item	Title	Description	Cost
1	Studio Lighting	Our studio lighting grid needs to be updated with modern LED lights. Our current lighting grid contains old outdated lights that are no longer repairable. LED lighting would reduce our power consumption and provide a safer environment for members as our current lights are extremely hot when in use. LED lighting would offer our studio the ability to better focus lights and offer the ability to change colors of individual lights. This project would also require new power boxes along with a control board. The estimate for this project is roughly \$80,000.	\$80,000
2	Control room switcher	Control room switcher	\$30,000
3	Field Cameras	(15) Field Cameras: \$45,000. With plans for ongoing student training/summer programs CTSB requires 10 cameras for 10-20 students plus 5 additional for CTSB members.	\$45,000
4	Studio Cameras	(3) Studio Cameras: \$35,000 Studio cameras are older than 10 years old and need	\$35,000
5	Master Control Router	Addition input and output controller needed for additional incoming and outgoing signals. \$10,000.	\$10,000
6	Edit and Train Computers	(6) Edit and Training computers: \$40,000 Our new partnership with area schools require the current training room computers be updated, our 2013 models no longer accept software upgrades and operate poorly. Year 1	\$40,000
7	Stockbridge Town Hall Kitchen	Cameras and lighting for remote production of cooking show. \$20,000 (Camera's, lights, Microphones and cabling to our outbound fiber lines) year 2-3	\$20,000
8	Security Cameras	Security Cameras – Current alarm system needs upgrade with cameras to provide additional security. \$5000.	\$5,000
9	Storage Shed	Storage Shed \$15,000 (for snow removal, lawn mower; fuel; generator; props and furniture Year 2-3	\$15,000
10	Office Furniture	Office furniture – Update table, chairs and desks along with additional props for studio \$10,000 year 3-4	\$10,000
11	Zoom Room Cameras	Zoom Room cameras: Zoom or other camera equipment allowing for remote coverage of hybrid meetings in 4 of 5 towns (Stockbridge self-purchased) \$30,000 year 2-3	\$30,000
12	HVAC	HVAC Mini splits – Current heating system out of date and needs to be replaced with electric mini splits rather than natural gas. \$40,000	\$40,000
14	Closed Captioning	Closed Captioning – Provide closed captioning service on 3 channels for people with disabilities \$25,000. Not including cost per hour of captioning.	\$25,000
		Total	\$385,000

EXHIBIT D: GROSS ANNUAL REVENUES REPORT and PEG FEE CALCULATION QUARTERLY REPORT

Company: *Charter Communications, Inc.* Municipality: *Town of* _____

Revenue Period: Calendar Year: _____ Quarter: _____

Composition of Total Revenues Subject to License Fee:

	Total Billing By Billing Category	Less Revenue Received	Revenue Excluded From Fee Calculation	Revenue Subject to License Fee
Basic Service				
Expanded Service Tier(s)				
Pay Programming				
Additional Outlets				
Converter Revenues				
Installations				
Collection Charges				
Late Charges				
Commercial (monthly)				
Other (specify)				
Pay-Per-View				
Cable Modem Revenues				
Advertising Revenues				
Home Shopping Revenues				
Other Revenues				
Revenue Adjustment (specify)				

Computation of License Fee Payable

Revenue Subject to Assessment:	\$ _____
Multiplied by License Fee of 5%:	\$ _____
Total License Fee Due:	\$ _____
Less: Prior Year overpayments) underpayment:	\$ _____
Adjusted Total License Fee Due:	\$ _____

EXHIBIT E: CALCULATION OF QUARTERLY PEG FEE PAYMENT REPORT

**CALCULATION OF QUARTERLY PEG FEE PAYMENT
for _____ Quarter 20____**

<i>PEG Fee Rate:</i> 5%	MONTH	MONTH	MONTH
	of	of	of
Basic Service			
Expanded Service Tier(s)			
Pay Programming			
Additional Outlets			
Converter Revenues			
Installations			
Collection Charges			
Late Charges			
Commercial (monthly)			
Other (specify)			
Pay-Per-View			
Cable Modem Revenues			
Advertising Revenues			
Home Shopping Revenues			
Other Revenues			
Revenue Adjustment (specify)			
PEG Access Support Funding before any Adjustment:		\$ _____	
Adjustment (overpayment) underpayment:		\$ _____	
PEG Access Support for Quarter:		\$ _____	

EXHIBIT F: FCC CUSTOMER SERVICE OBLIGATIONS

§ 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 franchising 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.

(c) Cable operators are 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 -

(i) 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.

(ii) 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.

NOTE TO § 76.309:

Section 76.1602 contains notification requirements for cable operators with regard to operator obligations to subscribers and general information to be provided to customers regarding service. Section 76.1603 contains subscriber notification requirements governing rate and service changes. Section 76.1619 contains notification requirements for cable operators with regard to subscriber bill information and operator response procedures pertaining to bill disputes.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996; 65 FR 53615, Sept. 5, 2000; 67 FR 1650, Jan. 14, 2002; 83 FR 7627, Feb. 22, 2018]

Exhibit G: 207 CMR 10.00: BILLING AND TERMINATION OF CABLE SERVICE

Section:

10.01: Billing Practices Notice

10.02: Services, Rates and Charges Notice

10.03: Form of Bill

10.04: Advance Billing and Issuance of Bill

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

10.06: Charges for Disconnection or Downgrading of Service

10.07: Billing Disputes

10.08: Security Deposits

10.01: Billing Practices Notice

(1) Upon request, a cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Otherwise, a cable television operator shall give written notice of its billing practices to potential subscribers at the time a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures, and late payment penalties.

(2) A copy of the cable television operator's billing practices notice, work order, and sample subscriber bill shall be filed by March 15th of each year with the Department, the issuing authority, and the operator's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order, or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Department, the issuing authority, and the operator's local office.

(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Department, the issuing authority, and all affected subscribers of the change and shall include in the notice a description of the changed practice.

(4) Statements about billing practices in work orders, marketing, materials, and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

(1) Upon request, a cable television operator shall give notice of its services, rates, and charges to potential subscribers before a subscription agreement is reached. Otherwise, a cable television operator shall give notice of its services, rates, and charges to subscribers at the time a subscription agreement is reached.

(2) At least 30 days prior to implementing an increase in one of its rates, charges, or fees, or a substantial change in the number or type of programming services, the cable operator shall notify, in writing, the Department, the issuing authority, and all affected subscribers of the change and shall include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided. Notwithstanding the foregoing, a cable television operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal or state agency or franchising authority on the transaction between the operator and the subscriber. An operator shall notify in writing, the Department, the issuing authority, and all affected subscribers of any such change as soon as possible.

(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase, and replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a

(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

(6) A copy of the cable operator's programming services, rates, and charges shall be filed by March 15th of each year with the Department, the issuing authority, and the operator's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Department, the issuing authority, and the operator's local office.

(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

(1) The bill for cable television service shall contain the following information in clear, concise, and understandable language and format:

(a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on

the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill and or subscribers rights under 207 CMR 10.07 in the event of a billing dispute;

(b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

(c) the dates on which individually chargeable services were rendered or any applicable credits were applied;

(d) separate itemization of each rate, charge, or fee levied or credit applied, including but not be limited to, basic, premium service, and equipment charges, as well as any unit, pay-per-view, or per item charges or fees;

(e) the amount of the bill for the current billing period, separate from any prior balance due; and (f) the date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following: (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;

(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;

(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request and shall provide the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform, nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

(2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment to a cable operator is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the cable operator at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on cable subscribers: (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

(b) A charge of not more than 5% of the balance due may be imposed as a one-time late charge. (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable operator in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

- (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive from the cable operator a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall have established procedures for prompt investigation of any billing dispute registered by a subscriber. The procedures shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 business days of receipt of the complaint.
- (2) The subscriber forfeits any rights under 207 CMR 10.07 if he or she fails to pay an undisputed balance within 30 days of the bill due date.
- (3) Any subscriber who disagrees with the results of the cable television operator's investigation must promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Department may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Department to resolve disputed matters within 30 days of any final action by the cable operator. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Department may proceed to resolve the dispute if all parties agree to submit the dispute to the Department and be bound by the Department's decision and the Department obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Department may receive written or oral statements from the parties and may conduct its own investigation. The Department shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

REGULATORY AUTHORITY:

207 CMR 10.00: 47 U.S.C. § 552, M.G.L. c. 166A, §§ 2A, 3, 5(1), 10, 16, and 17.