
TOWN OF BRIMFIELD

COMMONWEALTH of MASSACHUSETTS

CABLE TELEVISION RENEWAL LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, DST

l/k/a

Charter Communications

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AGREEMENT

This Renewal License is granted to Charter Communications Entertainment I, DST 1/ka Charter Communications, hereinafter referred to as the Licensee, by the Board of Selectmen of the Town of Brimfield, hereinafter referred to as the Issuing Authority.

WHEREAS, the Issuing Authority of the Town of Brimfield, Massachusetts (the "Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more

non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Brimfield, and

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

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

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

1 Definition of Terms

1.1 Terms

For the purpose of this Renewal License, the following words, terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future 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 "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. "Affiliate or Affiliated Person" shall mean another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
2. "Cable Act" shall mean Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended, 47 U.S.C. §§ 521, et. seq. by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
3. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act
4. "Cable Division" shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable
5. "Drop or Cable Drop" shall mean the cable that connects each home or building to the feeder line of the Cable System.
6. "Execution Date" shall mean the date upon which both parties have executed the Renewal License.
7. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
8. "Franchise" or "License" shall mean the non-exclusive rights granted pursuant to this franchise to construct, maintain and operate a Cable System along the public ways within all or a specified area in the Service Area.
9. "Gross Revenue" means any revenue received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Licensee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) un-recovered bad debt; and (3) any Franchise Fee, PEG or I-Net amounts recovered from Subscribers.
10. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.

11. "Issuing Authority" shall mean the Board of Selectmen of Brimfield.
12. "Licensee or Franchisee" shall mean Charter Communications Entertainment I, DST I/k/a Charter Communications or its lawful successor, transferee or assignee.
13. "License Fee or Franchise Fee" shall mean the payments to be made by the Licensee to the Town of Brimfield, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G. L. Chapter 166A.
14. "PEG" shall mean the acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
15. "PEG Access Channels" shall mean any channel(s) made available for the presentation of PEG Access Programming.
16. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.
17. "Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior/middle high school, and high school.
18. "Public Way or Street" shall include each of the following located within the Service Area: the surfaces of as well as the spaces above and below public streets, roadways, highways, bridges, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Service Area
19. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Issuing Authority as the address to which notice should be transmitted to it.
20. "Renewal License" shall mean the non-exclusive Cable Television Renewal License granted to the Licensee by this instrument.
21. "Service Area" shall mean the geographic boundaries of the Town of Brimfield, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
22. "Signal" shall mean any transmission of electromagnetic or optical energy which carries Programming from one location to another.
23. "State" shall mean the Commonwealth of Massachusetts.
24. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.
25. "Town" shall mean the Town of Brimfield, Massachusetts.

26. "Trunk and Distribution System" shall mean that portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

2 Grant of Franchise

2.1 Grant

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Board of Selectmen as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to Charter Communications Entertainment I, D.S.T. ("the Licensee"), a Delaware Statutory Trust established for such purpose, authorizing and permitting the Licensee to construct, maintain and operate a Cable Television System within the corporate limits of the Town. This Renewal License is granted pursuant to M.G.L. c. 166A, as amended, applicable provisions of the Cable Act, 47 U.S.C. §§ 521, et seq., as amended; and all applicable rules and regulations of the Cable Division, the Federal Communications Commission, and all other applicable rules and regulations in force and effect upon the date hereof.

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

2.2 Renewal License Term

The License and the rights, privileges and authority hereby granted shall be for a term of five (5) years, commencing on the Execution Date of this Renewal License, unless otherwise lawfully terminated in accordance with the terms of this Renewal License.

2.3 Police Powers and Conflicts with Franchise/Renewal License

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way. In the event of any conflict between this Renewal License and any Town by-law and/or regulation, this Renewal License shall prevail. Except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the Issuing Authority shall not take any unilateral action, which materially changes the explicit mutual terms and conditions in this Renewal License. The Licensee shall not take any unilateral action, which materially changes the explicit mutual terms

and conditions in this Renewal License. Any changes to this Renewal License must be made in writing and signed by both the Licensee and the Issuing Authority.

2.4 Cable System Franchise/License Required

No Cable System shall be allowed to occupy or have use thereof the Town's streets or Public Ways or be allowed to operate in the Town without a validly authorized Cable System License.

2.5 Cable Advisory Committee

The Issuing Authority may appoint a Cable Advisory Committee to advise it on policy, mediate Complaints and monitor ongoing matters concerning the construction, operation, rebuild, maintenance and administration of the Cable Television System, and other matters related to this Renewal License and the operation of the Cable System, subject to the Issuing Authority's ultimate authority and approval as set forth in Chapter 166A of the General Laws of Massachusetts, applicable State and federal regulations relating to this License. The Cable Advisory Committee may deal with consumer Complaints; render advice on programming and services offered by the Licensee and recommend rules governing use of equipment and access channels by the public. The Cable Advisory Committee may also provide and gather information and make recommendations for establishing guidelines to encourage the use of the PEG Access Channels.

3 Reserved for Future Use

4 Indemnification and Insurance

4.1 Indemnification

(a) The Licensee shall, by acceptance of the Renewal License granted herein, defend the Issuing Authority, the Town, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence or intentional act(s) of the Licensee, its officers, employees, agents or servants in the construction, maintenance, operation or removal of the Cable System, including any injury to any Person or property as a result of the negligence or intentional act(s) of the Licensee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. The Licensee shall indemnify, defend and hold the Town, its Issuing Authority, officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, judgments and costs arising therefrom, including any injury to any Person or property as a result of the negligence or intentional act(s) of the Licensee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town for any damages, liability or claims resulting from the willful misconduct or gross negligence of the Town or for the Town's use of the Cable System, including any PEG channels.

(b) In order for the Town to assert its rights to be indemnified, defended and held harmless, the Issuing Authority must notify the Licensee in a timely manner of any claim or legal proceeding which gives rise to such right.

(c) When the Licensee is obligated to defend and indemnify the Town against such claims or actions, the Licensee shall in its sole discretion control such defense, compromise or settlement or other resolution or disposition of such claim or proceeding, however, if separate representation is required by law or court subject to applicable professional practice or ethical standards of practice it shall be Licensee's obligation to provide such representation. The Licensee agrees to contact the Issuing Authority for its participation in any such compromise, settlement or other such resolution or disposition of such claim or proceeding. Such participation is not mandatory. In the event the Issuing Authority determines the Licensee cannot represent its interests in good faith, the Issuing Authority may otherwise seek legal representation.

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

(e) Notwithstanding the above, the Issuing Authority hereby reserves to itself and the Licensee acknowledges the Issuing Authority's right where specifically allowed by applicable law or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

4.2 Insurance

A. The Licensee shall maintain throughout the term of the License insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial Comprehensive General Liability	[\$2,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	[\$2,000,000] per occurrence C.S.L.
Umbrella Liability	[\$3,000,000] per occurrence C.S.L.

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

C. The Licensee shall furnish the Issuing Authority with annual certificates of insurance evidencing such coverage.

D. The following conditions shall apply to the insurance policies required herein:

(i) 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.

(ii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iii) The Licensee shall ensure that all of its contractors and their subcontractors shall be covered by the Licensee's insurance as required herein or, in the alternative, such contractors and subcontractors shall carry, in full force and effect, the same insurance coverage in the minimum amounts required herein.

(iv) The coverage amounts set forth above may be met by a combined single limit where applicable or with a combination of underlying and umbrella policies, so long as in combination the limits equal or exceed those required herein.

(v) All policies, except for the worker's compensation policy shall list the Town of Brimfield and its respective officials, officers, employees, representatives and agents as additional insureds.

(vi) Certificates of Insurance, with a minimum written notice of cancellation, amendment and a non-renewal period of thirty (30) days shall be submitted to the Issuing Authority prior to the Effective Date and thereafter, as required by this section so as to evidence the insurance required by this Section.

(vii) The Licensee shall be responsible for all deductibles.

(viii) The insurance policies 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 this Renewal License.

E. Neither the requirements for insurance contained in this Section, nor the payment of any insurance proceeds for said insurance policy shall limit or be construed to limit the liability of the Licensee pursuant to this Renewal License, including, but not limited to the indemnification requirements in Section 4.1 supra.

4.3 Performance Bond

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State, in the sum of forty thousand dollars (\$40,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License, including:

- (i) The satisfactory completion of the installation and operation of the Cable System in accordance with the provisions of M.G.L. c. 166A §§ 5(a), (m) & (n) and this Renewal License.
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority and the Highway Department of the Town;
- (iii) The slighty preservation of trees and the vegetation in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;
- (iv) The indemnification of the Town in accordance with M.G.L. c. 166A § 5(b);
- (v) The satisfactory removal of the cable system in accordance with M.G.L. c. 166A § 5(f) and within six (6) months from the date of termination or non-renewal of this Renewal License.

(b) The performance bond shall be in place and effective throughout the term of the Renewal License, including the time for removal of all of the Cable System facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, 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 thereof, pursuant to the provisions of Section 14.1 herein.

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

4.4 Reporting

The Licensee shall submit to the Issuing Authority copies of all up-to-date certificates concerning a) all insurance policies as required herein and b) the performance bond as required herein, upon request or upon the occurrence of any material changes to their terms.

5 Subscriber Rights and Consumer Protection

5.1 Telephone Answering Service

- (a) The Licensee shall comply with all applicable FCC Customer Service Regulations. To ensure such compliance, the Licensee shall maintain sufficient customer service representatives (“CSRs”) to comply with said regulations.
- (b) After normal business hours, the Licensee shall maintain sufficient CSRs to handle Subscriber emergencies.
- (c) All after-hours telephone calls regarding outages shall be acted upon promptly. The Licensee shall restore service in affected areas as reasonably soon as possible under the circumstances.

5.2 Initial Installation and Service Call Procedures in Wired Areas

The Licensee shall provide Cable Service to those residents whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within seven (7) business days of receipt of the request and deposit for standard aerial installations, provided that such request for service involves a standard installation. In arranging appointments for cable installation work or service calls, the Licensee shall make its reasonable best efforts to specify to the resident, in advance, whether such installation or service will occur in the morning or afternoon hours. The Licensee shall make reasonable efforts to install or perform service calls at times convenient to residents, including times other than 9:00 a.m. to 5:00 p.m. weekdays, with service windows of four (4) hours or less. Failure to install within seven (7) business days, or to make a service call as scheduled, without just cause or resident fault, shall require the Licensee to automatically offer a priority cable installation or service call to the affected resident at a time mutually agreeable to the Licensee and such affected resident, but in no case later than three (3) business days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

5.3 Subscriber Solicitation Procedures

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

5.4 Billing Practices Information and Procedures

- (a) The Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of

service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

(b) Billing procedures shall be as follows:

- (i) The Licensee shall bill all Subscribers to its Cable Service(s) in a uniform, non-discriminatory manner in accordance with applicable statutes and regulations, including 207 CMR 10.00 et seq.
- (ii) The Licensee shall provide all Subscribers with an itemized bill that contains, at a minimum, the following information:
 - a list of each service or package received for the particular billing period;
 - the rate or charge for each service or package received;
 - the period of time over which said services are billed; andThe total charges for the monthly period separate from any previous balance due.
- (iii) The Licensee shall detail to Subscribers that portion of the monthly cable bill allocated to License Fees, PEG Access costs, PEG funding or other applicable, lawful costs, in accordance with applicable law(s) and regulation(s).

5.5 Notification of Rates and Charges

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with applicable laws and regulations. The Licensee shall, in accordance with applicable law, notify the Issuing Authority, by certified mail, not less than thirty (30) days prior to the effective date of the change notwithstanding the above. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with law and regulations.

5.6 Disconnection and Termination of Cable Services

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

5.7 Response to Service Calls and Service Complaints

(a) The Licensee shall use its best efforts to respond to all Complaint calls or requests for repair service during regular business hours as soon as practicable and shall make a good faith attempt to respond on the same day to all such service complaints or requests for service that are received by 3:00 p.m. Under normal operating conditions as defined by FCC regulations requests

for service shall be responded to within 24 hours unless other time is agreeable to both parties. The Licensee shall also make reasonable efforts to respond to requests for repair service at times other than 9:00 AM to 5:00 PM weekdays, if regular business hours are not convenient for the subscriber.

(b) The Licensee shall ensure that there are stand-by personnel on-call at all times after normal business hours as defined by FCC regulations.

(c) The Licensee shall respond to system outages as soon as practicable, twenty-four (24) hours a day.

(d) Nothing herein shall be construed to require Licensee to violate applicable provisions of federal and Massachusetts Law concerning Subscriber privacy.

(e) In arranging appointments for service calls, the Licensee shall specify to the Subscriber, in advance, whether said visit or service call will occur on the appointed day, or in the appointed morning, or in the appointed afternoon, or in the appointed early evening, with service windows of four (4) hours or fewer, and use its reasonable best efforts to complete its service calls as scheduled. Unless caused by a Subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the service call as scheduled shall require the Licensee to automatically offer a priority service visit to the affected Subscriber at a time mutually-agreeable to the Licensee and said Subscriber, but in no case later than three (3) business days following the initial service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee

5.8 Complaint Resolution Procedures

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing and privacy disputes and complaints by Subscribers. The Licensee shall provide to all Subscribers, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services. Resolution of billing disputes may involve the Issuing Authority and the Cable Division pursuant to applicable laws, including 207 CMR 10.07.

(b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any complaint or dispute brought by Subscribers arising from the operations of the Licensee, provided said Subscribers have made good faith effort to comply with the procedures specified in Section 4.7(a) above for the resolution of complaints.

(c) In the event that the Issuing Authority finds a pattern of multiple specific and similar unresolved subscriber complaints, the Issuing Authority may request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

5.9 Change of Service

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

5.10 Employee and Agent Identification Cards

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry and display an employee photo identification card issued by the Licensee.

5.11 F.C.C. Customer Service

The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309(c)) under normal operating conditions. The Issuing Authority shall, upon written request, receive a quarterly report of the Licensee's telephone statistics in order to measure the Licensee's compliance with said Customer Service Standards. Should the Issuing Authority, in writing, request clarification of the Licensee's telephone report, the Licensee shall respond to the Issuing Authority in writing and, upon invitation by the Issuing Authority, subsequently attend a meeting to review said report and advise the Issuing Authority what measures are being employed by the Licensee to comply with the F.C.C. Customer Service Standards.

5.12 Protection of Subscriber's Privacy

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable Service, and as hereinafter provided. The Licensee shall have the right to take reasonable steps to avoid the unauthorized reception, use or interception of any of Licensee's services, including, but not limited to, prohibiting and removing any unauthorized instrument, apparatus, equipment or device, which is designed, adapted, intended, or used to receive, use, intercept or fraudulently obtain any of the Licensee's services, in violation of law or any of the Licensee's rights under this License or any other agreement or instrument, and nothing herein shall be construed or is intended to limit, restrict or interfere with Licensee's right to protect its Cable System and to offer services only to duly authorized customers.

(b) The Licensee shall comply with all privacy provisions contained in applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

(d) Upon written request, any Subscriber shall be entitled to examine all records maintained by the Licensee including, but not limited to, billing information and any records concerning the Subscriber's viewing habits. Any improper use of such information shall be immediately reported, upon discovery thereof, to the Issuing Authority.

(e) The Licensee shall not sell, exchange or use customer information for any purpose other than the providing of Cable Services without the prior written consent of the subscriber.

(f) The Licensee shall inform the Issuing Authority of the nature of any information it will obtain on subscribers and the manner in which such information will be used.

(g) The Licensee shall report to the Issuing Authority any instance of a violation of a privacy right(s) governed by this Renewal License that may have the effect of resulting in the theft of

identity or financial loss to any Subscriber. The Licensee's written notification of such violation shall state the occurrence and the nature of such violation, but shall neither identify nor include any fact that would cause the identity of the subscriber to be identified.

5.13 Recording Devices/Cable Compatibility: A/B Switch/Parental Control

(a) In order to assist Subscribers who own "cable ready" recording devices to interconnect such recording devices with their "cable ready" television sets, and to assist Subscribers in the interconnection of non-cable ready recording devices and television sets, the Licensee has prepared instructional materials and shall, upon request, during the course of an installation, provide one (1) "A/B switch" and a splitter to each such Subscriber, at a reasonable cost in accordance with applicable law(s), to facilitate such interconnection. Use of such an A/B switch and splitter will allow any Subscriber with a cable-ready recording device to record any channel while viewing an unscrambled channel, or vice-versa, without the need of a second converter. The simultaneous viewing of one (1) scrambled channel and taping of another scrambled channel requires a "second set" converter and applicable monthly charges and deposit. The Licensee shall not remove television antennas of any Subscribers.

(b) Upon request, and at no separate additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System. Such parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said converter in accordance with applicable law(s).

(c) The Licensee shall not remove any television antenna of any Subscriber but shall offer to Subscribers, at the Licensee's costs for labor and materials, an adequate switching device ("A/B Switch") to allow Subscribers to choose between cable and non-cable television reception.

5.14 Non Discrimination.

(a) The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, martial status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of law and/or regulation, relating to nondiscrimination through the term of this Renewal License.

(b) The Licensee shall be an equal opportunity employer and adhere to all applicable federal, State and/or local laws and regulations regarding employment and employment discrimination, including but not limited to all FCC regulations with respect to equal employment requirements applicable to Cable Television Systems.

5.15 Notification of Service Procedures

The Licensee shall furnish each Subscriber at the time Cable Service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Licensee's name, address and local telephone number. The Licensee shall give the Issuing Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

5.16 Subscriber's Right to Inspect and Verify Information.

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

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy, only in accordance with applicable law(s) and/or regulation(s).

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

6 Service Availability

6.1 Service Area

(a) The Licensee shall continue to operate and maintain a Cable System, which in no case shall be less than 870 Megahertz (Mhz), and which shall offer a full range of services and equipment, taking into account feasibility and customer demand. The Licensee shall make Cable Service distributed over the Cable System available to all residents of the Town where there is a minimum density of at least twenty (20) residences per mile as measured from the Licensee's Trunk and Distribution System, within seven (7) days of a request; provided, however, that (i) all such homes are on the Public Way or a private way (ii) such Public Ways or private ways can be accessed by the Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that the Licensee is required to obtain easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to the Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude the Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable, in accordance with applicable laws and/or regulations. The Licensee may elect to provide Cable Service to areas not meeting the above density standard. The Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Subscriber Network, and the Trunk and Distribution System, as authorized by with applicable law or regulation.

(b) All future line extensions and developments shall be built within six (6) months of notification from the Issuing Authority or developer of the availability of access to poles for aerial construction, or within six (6) months of written notification from the Issuing Authority or developer of the availability of access to a joint trench in underground areas. Where said notification is not provided to the Licensee or when a developer does not make joint trenches available in underground areas, such line extensions and developments shall be built within six (6) months after the roads within said line extensions or developments are accepted as Public Ways; provided, however, that in the case of underground construction, the six (6) month requirement shall not apply where the Town or State has a "road-cut moratorium" in place, subject to Force Majeure.

6.2 Standard Drops

There shall be no special construction charges to Subscribers, other than the standard installation charges, for Cable Drops meeting the following specifications:

(a) Underground Drops up to three hundred feet (300') where the Licensee trenches, plows, installs conduit or uses existing conduit;

(b) Underground Drops up to three hundred feet (300') into conduit or open trenches prepared by developers or utilities to which the Licensee has legal right of access for the full term of this Renewal License on reasonable terms; and

(c) Aerial Drops from the Licensee's Trunk and Distribution System to the Subscriber's home up to three hundred feet (300').

(d) Drops in excess of three hundred feet (300') shall be constructed only after Subscriber receives and approves of a written cost analysis, which will consist of the Licensee's labor and materials costs minus the standard installation charge.

6.3 New Development Underground

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed at a depth lower than the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) The Town shall make best efforts to notify the Licensee of any underground grant-of-location requests submitted to the Town by a utility.

(d) To facilitate the orderly development of new residential subdivisions with underground utilities, the Issuing Authority shall request the Planning Board

- (i) require that subdivision developers work with the Licensee during the planning of subdivisions to provide for Trunk and Distribution System installation;
- (ii) require that a plan for the Trunk and Distribution System be included in the subdivision plan as a condition for Planning Board approval;
- (iii) require that the developer provide a copy of the approved plans to the Licensee; and
- (iv) require that the subdivision contractor building the subdivision shall make the necessary easements available without cost to Licensee; and
- (v) require that the subdivision contractor provides at least sixty (60) days' notice to the Licensee in order for the Licensee to place its Trunk and Distribution System in utility trenches opened by the contractor.

6.4 Commercial Establishments

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

program suppliers. As required by applicable law, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

6.5 Inspections

(a) The Issuing Authority or its designee shall have the right to inspect the plant, equipment or other property of the Licensee in the Town upon reasonable notice. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable advance notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

(b) The Issuing Authority may request documentation it deems necessary to ensure the inspection results are satisfactory. If, upon receipt of the documentation, the Issuing Authority questions the results, the Issuing Authority reserves the right to have a qualified individual review, certify and/or verify the information.

7 Construction and Technical Standards

7.1 Construction Standards and Requirements/Compliance with Codes

The Licensee shall construct and maintain the Cable System in accordance with applicable technical standards and standards for the cable television industry. During the term hereof, the Licensee shall comply with all applicable FCC statutes, regulations and standards relating to the quality of signals transmitted over the Cable System. The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with the Massachusetts Electrical Code, the National Electric Code, the National Electrical Safety Code, the National Electrical Code of the National Fire Protection Association, the National Cable Television Association Safety Manual, the rules and regulations of the FCC and the Cable Division, building and zoning codes, and land use restrictions as the same exist or may be amended hereafter. Any conflicts between said codes shall be resolved by the Licensee, subject to applicable law and regulation. The Licensee shall construct, install, operate and maintain the Cable System within the Town. Poles, towers and other structures shall be erected so as not to interfere with vehicular or pedestrian traffic over the Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all laws, regulations and/or by-laws. The Town shall cooperate with Licensee in all aspects concerning the construction, installation, operation and maintenance of Licensee's Cable System, including but not limited to issuing appropriate permits required to perform such work upon reasonable rates and conditions for restoration and police traffic safety patrols.

7.2 Safety

The Licensee shall at all time employ care and shall use commonly accepted methods and devices to prevent failures and accidents, which are likely to cause damage. The Licensee shall comply with all applicable OSHA standards.

7.3 Network Technical Requirements

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

7.4 Performance Monitoring

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

7.5 Institutional Network

(a) The Licensee shall continue to operate the bi-directional Institutional Network ("I-Net") in place on the Effective Date of this Renewal License, to be used by the Town and the Licensee. The Town shall have the exclusive right to program, for non-commercial video, audio, text and data purposes, three (3) upstream and three (3) downstream channels. The Licensee shall make specific channel assignments for such use(s).

(b) The I-Net shall be capable of carrying video, audio, text and data transmission(s) between the public buildings specified in Exhibit 1 of this Renewal License. The I-Net

shall be further capable of transmitting, between non-residential public buildings, for among other things, 1) electronic mail, 2) interactive teaching, 3) energy management monitoring, 4) security monitoring of municipal buildings, 5) fire detection and 6) municipal training; provided, however, that the Licensee is not responsible for the provision of necessary equipment, including interfaces and decoders, and software to implement the same. Designated users shall be able to transmit to other institutions using a portable modulator and/or other necessary equipment.

(c) The I-Net shall link the municipal buildings along its I-Net route listed in Exhibit 1 of this Renewal License, attached hereto and made a part hereof. Within thirty (30) days of a written request, which shall specify a Town contact person for each outlet, the Licensee shall maintain and provide, without charge(s) to the Town, an activated I-Net Drop and Outlet to:

- i) those buildings listed in Exhibit 1 and
- ii) such other new or unwired municipally-owned non-residential buildings along the I-Net route, and designated by the Issuing Authority from time to time, provided that such new or unwired municipally owned non-residential buildings may be served by a standard installation and without necessity of a line extension or addition of electronics to an existing line.

(d) The I-Net shall be interconnected with the Subscriber Network, in order that video and audio Signals originating from Town buildings can be sent upstream on an I-Net and then connected to a downstream Subscriber Network channel. There shall be no charge to the Town of such connections for video and audio Signals.

(e) The Licensee shall maintain or provide one I-Net Drop at each of the municipal buildings listed in Exhibit 1. The Licensee shall not be required to attach the I-Net to any of the Town's peripherals or pay for any headend equipment or software which may be necessary for switching the Town's telephone or data traffic. In making installations of I-Net Outlets, the Licensee shall not be required to come into contact with asbestos building materials and the Town shall designate alternate routing to avoid asbestos building materials.

(f) The Licensee shall have the sole responsibility, at its sole cost and expense, for normal maintenance of the I-Net, I-Net modulators, and I-Net processors for the term of this Renewal License, except for equipment not directly under its control, but including all necessary inspections and performance tests. The Licensee shall only be responsible, at its sole cost and expense, for all switching of access channel video Signals between the Subscriber Network and the I-Net. Said responsibility shall include any equipment and software necessary to effectuate such switching. For purposes of this Renewal License, the term "video" shall include the accompanying audio portion of the video signal.

(g) In the event that there are technical problems with the I-Net, the Licensee and the Issuing Authority shall negotiate, in good faith, a resolution of any such problems. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. In the event the Licensee is asked to respond to a trouble complaint of the Town regarding the I-Net and the problem is found not to be caused by the Licensee's equipment or the Licensee's not meeting its maintenance obligations, the Town shall pay the Licensee's costs for

time and materials actually expended only when it is a repeat service call regarding the same problem. Charges for maintenance of I-Net problems not caused by Licensee's equipment shall be at cost for materials plus Fifty Dollars (\$50.00) per hour during normal business hours, as defined by FCC regulations, for labor. A minimum charge of one hour will be assessed.

7.6 Performance Evaluation Hearings

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing conducted by the Issuing Authority or its designee, once per year. The purpose of said evaluation hearing shall be to review, among other things, the Licensee's compliance to the terms and conditions of the Renewal License, to hear any comments, suggestions and/or Complaints from the public and to review any Subscriber survey pursuant to Section 12.8 infra. The Issuing Authority shall provide the Licensee with not less than thirty (30) days advance notice, by certified mail, of any hearing under this Section 7.6.

7.7 Technological Developments

The Issuing Authority may hold a public hearing on technological developments on or about every second anniversary of the Effective Date of this Renewal License. The purpose of this hearing is for the Licensee and the Issuing Authority to meet to discuss technological developments in the cable television industry. The Licensee undertakes to give reasonable consideration to proposals initiated by the Issuing Authority following such review session.

8 Conditions on Street Occupancy

8.1 General Conditions

(a) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Brimfield within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Brimfield. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(b) The Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority is obtained, which approval shall not be unreasonably withheld.

(c) Costs associated with relocation of facilities on the public rights of way shall be in accordance with applicable laws.

8.2 Permits

The Issuing Authority shall cooperate with the Licensee in granting any permits required, providing such grant and subsequent construction by the Licensee shall not unduly interfere with the use of Public Ways or Streets.

8.3 System Construction

All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any Public Way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.

8.4 Restoration of Streets

Pursuant to M.G. L. Chapter 166A, Section 5(g), whenever the Licensee excavates, opens or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing

Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made. The reasonable cost of such work shall be paid by the Licensee upon demand by the Issuing Authority.

8.5 Removal in Emergency

The Issuing Authority shall have the authority at any time to order and require the Licensee to remove or relocate, for the purpose of preventing dangerous situations, any pole, wire, cable or other structure owned by the Licensee. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the authority to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill therefore except such costs that are the result of gross negligence by the Town or Issuing Authority as defined by prevailing law.

8.6 Tree Trimming

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the Streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herewith shall be done pursuant to all appropriate regulations and laws of the Town.

8.7 Relocation for the Issuing Authority

(a) The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same Street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right to do so at the sole cost and expense of Licensee, provided however that, whenever reasonably possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment, with said notice not being subject to any other requirements. The Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable federal or State government program providing for reimbursement.

8.8 Relocation for a Third Party

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building-moving permit issued by the Town. The

expense of such raising or lowering shall be paid by the Licensee unless provided for otherwise under applicable laws. The Licensee shall be given at least ten (10) days advance notice of any such move, except in emergencies, in order to maintain continuity of service.

8.9 Emergency Use

The Licensee shall maintain an Emergency Alert System in compliance with applicable State and federal laws. Requests to trigger the EAS System should, unless otherwise provided by applicable law, regulation or procedures, be addressed to:

STATE EAS CALLS:

Communications Section
Massachusetts Emergency
Management Agency
400 Worcester Road
Framingham, MA 01702
Tel. (508) 820-2023

FEDERAL EAS CALLS:

Communications Section
Massachusetts Emergency
Management Agency
400 Worcester Road
Framingham, MA 01702
Tel. (508) 820-2023

8.10 Subscriber Network

(a) Subject to Section 5.1 infra, the Licensee shall continue to operate, maintain and make available to residents of the Town a Subscriber Network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

(b) The Licensee shall transmit all of its broadcast and commercial Signals to Brimfield Subscribers in stereo, if such Signals are furnished to the Licensee in stereo.

8.11 Private Property

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating, maintaining or removing the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation, maintenance or removal of the Cable Television System at its sole cost and expense, to a condition at least equal to that prior to construction. The Licensee shall obtain approval from private property owners prior to construction or tree trimming on private property.

8.12 Service Interruptions

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System, only during periods of minimum use, determined in the reasonable discretion of the Licensee but occurring to the extent possible during the hours of 12:00 a.m. to 5:00 a.m. If within the Licensee control and knowledge, the Licensee shall inform the Town in advance of scheduled work and will provide at least two days advance notice unless an emergency exists.

8.13 Reservation of Rights

Acceptance of the terms and conditions of this License shall not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Licensee or by the Town of any legal

rights which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions.

8.14 Radio Frequency Interference

(a) In accordance with FCC regulations regarding radio frequency interference, Licensee must strictly control signal leakage from the Cable System and is responsible for such signal leakage due to faulty connections to Subscriber's television set and/or VCR whether or not the faulty connection is a result of Licensee's activity or the Subscriber's activity. This includes radiation from Subscriber-owned accessories or equipment. In order to meet these public safety obligations and maintain uninterrupted service to all Subscribers, the Licensee reserves the right, in accordance with applicable law and regulations, without prior notice to the Subscriber, to disconnect service from Subscribers where Licensee measures non-compliant levels of radiation which cannot be reduced without entry into the Subscriber's dwelling until such time as the Licensee is able to gain entry and correct any problems associated with the Cable System. The Licensee further reserves the right to withhold service from Subscribers who repeatedly cause non-compliant radiation due their own tampering or connection to the Cable System of equipment, including cables, switches and splitters, not provided by the Licensee. The Licensee shall use its reasonable best efforts to notify Subscribers and correct signal leakage without disconnection whenever practical. Subscribers will be assessed service charges and/or disconnection/reconnection charges, in accordance with applicable law(s), for service calls made to correct non-compliant radiation resulting from Subscriber tampering or the connection to the Cable System of radiating equipment or accessories not supplied by the Licensee.

(b) Nothing in this Renewal License shall be construed to restrict the Licensee from deterring and preventing unauthorized reception or interception of any service offered by the Licensee through its Cable System; provided further that the Licensee may decline to provide service to any Person or entity who, by action, word or deed, refuses to cease and desist from the unauthorized reception or interception of the Licensee's Cable Service.

9 Rates, Charges and Programming

9.1 Rate Regulation

The Issuing Authority shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Issuing Authority. If and when exercising rate regulation, the Issuing Authority shall abide by the terms and conditions set forth by the FCC. The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. The Licensee shall inform the Issuing Authority of all changes in services, all rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with applicable laws and regulations. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with applicable laws and regulations.

9.2 Continuity of Service

It shall be the right of all Subscribers, in any area of the Town when and where Licensee is providing Cable Service pursuant to this Renewal License, to receive Cable Service as long as their financial and other obligations to Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted service, except for necessary or unforeseen service interruptions.

9.3 Senior and Handicapped Citizen Discount

(a) Current Subscribers receiving a senior citizen discount as of the Effective Date of this Renewal License shall continue, throughout the term of this Renewal License, to receive the discount set forth in subsection (b) below.

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

(c) From the Effective Date of this Renewal License onwards,, residents who do not qualify for the discount pursuant to paragraph (a) above must meet the following criteria: sixty-five (65) years of age or older or handicapped and head of household receiving one of the following: (i) Supplemental Security Income (SSI); (ii) Medicaid; (iii) Massachusetts fuel assistance; (iv) Veterans' Services Benefits; (v) the Town's income-based senior citizen real estate tax abatement, if any, pursuant to applicable law; (vi) receiving food stamps; or (vii) any other suitable criteria that the Licensee and the Issuing Authority mutually agree upon.

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

eligibility for this discount only once to continue receiving it so long as they remain a Subscriber.

9.4 Credits for Service Interruption

In accordance with M.G.L. Chapter 166A, Section 5(1), the Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. If an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR.

9.5 Basic Service

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

9.6 Programming

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

(b) The Licensee shall, if within the licensee's control and knowledge, provide the Issuing Authority and all Subscribers with notice of its intent to change the Brimfield programming lineup at least thirty (30) days before any such change is to take place.

9.7 Publication and Non-Discrimination

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

10 Franchise Fee

10.1 Amount of Fee.

- (a) Pursuant to M.G.L. Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to \$0.50 per Subscriber per year, or such higher amount as may in the future be allowed pursuant to law, subject to Section 9.1(b) below. The number of Subscribers, for purposes of this section, shall be calculated as of the last day of each year.
- (b) In the event that the Town can collect a License Fee expressed as a percentage of Gross Annual Revenue(s), as defined, in the future, the Licensee shall:
 - i. immediately commence paying such a percentage License Fee as determined by the Issuing Authority in accordance with applicable Law and based on the Licensee's Gross Annual Revenues from the Cable System; and
 - ii. file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by a financial officer of the Licensee certifying that total of all Gross Annual Revenues derived during the previous year.
- (c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of the maximum allowable amount under applicable law (currently five percent (5%) of its Gross Annual Revenues).

10.2 Payment of Fee

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable laws.

10.3 Other Payment Obligations and Exclusions

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

(b) In accordance with Section 622(h) of the Cable Act (47 U.S.C. § 542(h)), nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a non-discriminatory tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers

but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

10.4 Accord and Satisfaction

No acceptance of any payment by the Issuing Authority shall be construed as a release or as an accord and satisfaction of any claim the Issuing Authority may have for additional sums payable as a franchise fee under this License.

10.5 Audit and Limitation on Recovery

If the Issuing Authority has reason to believe that any License Fee or other payment(s) are incorrect, the Licensee shall have thirty (30) business days after a request from the Issuing Authority to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and re-computation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and re-computation. In the event that any License payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the annual rate of two and one-half percent (2.5%) over the prime interest rate. The period of limitation for recovery of any License Fee or other payment payable hereunder shall be three (3) years from the date on which payment by the Licensee was due. This period shall apply only to this Section 10.5.

10.6 Late Payment

In the event that the fees herein required are not tendered on or before the dates required herein, interest due on such fee shall accrue from the date due at the rate of two and one-half percent (2.5%) above the prime interest rate.

11 Transfer of Franchise

11.1 Franchise Transfer or Assignment

Transfer or assignment of this Renewal License shall be in accordance with applicable federal and state laws and regulations including M.G.L. c. 166A § 7 and 207 C.M.R. 4.00.

12 Records, Reports, Tests and Maps

12.1 Reports Required

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

12.2 Records Required

The Licensee shall at all times maintain:

- (a) A record of all Complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- (b) The Licensee shall provide the Issuing Authority or its designee an accurate strand map of all existing and newly constructed Cable System plant. If changes are made in the Cable System, the Licensee shall update the map as necessary, for the affected street(s). The Licensee shall also furnish such strand map in a computer aided design ("CAD") format.

12.3 Inspection of Records

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information with respect to the Cable System regarding the Licensee, its business and operations, or any affiliated person, in such form and containing such detail as may be specified by the Town pertaining to the subject matter of this Renewal License and which may be reasonably required to establish the Licensee's performance of its obligations pursuant to this Renewal License.

(b) The Licensee shall not be required by this Renewal License to maintain any books and records for License compliance purposes longer than three (3) years. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority shall treat as confidential any books; records or maps that constitute proprietary or confidential information to the extent such are deemed proprietary or confidential by applicable law or regulation and the Licensee make the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

12.4 Subscriber Complaint Report

(a) The Licensee shall, within ten (10) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Subscriber Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law(s). In accordance with the regulations of the Cable Division, the Licensee shall submit annually a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee, no later than thirty (30) days after submission of said form to the Cable Division.

(b) The Issuing Authority reserves the future right to request additional information from the Licensee regarding Complaints.

12.5 Service Interruption Report

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

12.6 Annual Performance Tests

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

(b) Upon written request, the above tests shall be submitted to the Issuing Authority, or its designee(s).

12.7 Quality of Service

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

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

12.8 Subscriber Surveys

(a) In the event the Issuing Authority chooses to conduct a survey of Subscribers, the Licensee shall, following an opportunity to consult and meet with the Town concerning said survey, and with not less than one hundred and twenty (120) days notice, include such survey in

a mailing to Subscribers at no cost to the Town, provided that such survey seeks information regarding the Licensee's Cable Services, programming and customer service and further that such surveys may not be requested more than once every two (2) years during the Renewal License term.

(b) The Licensee shall leave a customer satisfaction mail back card with each visit to a Brimfield Subscriber's home. Upon receipt of each card, the Licensee shall preserve it and provide a copy to the Issuing Authority at the performance evaluation hearing or upon request not more frequently than once per year.

13 Community Programming and Service to Schools and Public Buildings

13.1 Public, Educational and Government Programming/Service to Schools and Public Buildings

(a) Upon written request of the Issuing Authority, the Licensee shall provide and maintain one Subscriber Network Drop, outlet and Basic Service, without charge, to the locations identified on Exhibit 2 attached hereto. The Licensee shall also provide the same, without charge, to presently unserved Town buildings upon written request of the Issuing Authority. In addition, the Licensee shall provide two (2) additional outlets with Basic Service at the Brimfield Elementary School, one in the gym and one in the cafeteria. If and when major renovations occur at the Elementary School, materials and technical planning shall be supplied by the Licensee at no charge to wire all classrooms impacted at the time of construction. The Licensee shall provide a converter for a complimentary drop outlet only when an individual assumes responsibility for the converter. In addition, upon written request of the Issuing Authority, the Licensee shall provide one Subscriber Network Drop, outlet, and Basic Service without charge to newly constructed or newly occupied municipal or public school buildings. The Issuing Authority or its designee shall be responsible for the additional cost of a non-standard installation (an aerial installation in excess of five hundred feet (500') feet from the Licensee's feeder cable, and/or an underground installation greater than two hundred feet (200') from the Licensee's feeder cable) based on additional actual costs incurred in the installation. Notwithstanding the foregoing, such installations shall not require contact with asbestos, drilling through concrete or cinder blocks, or be in areas requiring use of plenum wires, which are different from wires or cables in standard installations.

(b) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop or Outlet, prior to any such installation.

13.2 Limitations on Use

The Cable Service provided pursuant to Section 13.1 shall not be used for commercial purposes. The Issuing Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System.

13.3 Public, Educational and Government Access Channels

The Licensee shall make available to the Issuing Authority or its designee(s) sufficient bandwidth for three (3) channels for PEG access Programming use. Use of these channels by the Town or schools and organizations or producers shall be non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted. The PEG Access Channels shall be maintained by the Licensee at its sole cost and expense. The Licensee shall provide, at its sole cost and expense, three (3) modulators and three (3) processors to the Town to ensure that such Programming can be transmitted as required herein. In the event the Town and the Licensee reasonably determine that such modulators and processors are unsuitable and must be replaced during this Renewal License term, the Licensee shall provide replacement modulators and processors, one of which shall be portable. The Licensee shall not pass through such costs to Subscribers as an external cost, as such term is defined by applicable law or regulation.

13.4 Public, Educational and Governmental Access Equipment/Facilities Fund and Annual Funding

(a) The Licensee shall provide a cash payment to the Town's special PEG Access account in the amount of thirty-five thousand dollars (\$35,000.00) for the Town's cable and telecommunications related equipment and facilities funding as determined in the Issuing Authority's sole discretion and judgment. Payment of said \$35,000.00 shall be made not more than 90 days after the execution date of this Renewal License. The Licensee may, upon request of the Issuing Authority, provide an equivalent amount (\$35,000.00) of equipment at the request of the Issuing Authority, in lieu of above cash payment. Said equipment must be agreed upon by and between the Licensee and the Town prior to such substitution.

(b) In no case shall said payment describe in Sec. 13.4(a) above be counted against the annual PEG Access payment pursuant to paragraph (c) below, or any License Fee required herein or any other fees or payments required by law. The licensee may externalize such funding in accordance with applicable law and regulation.

(c) For the term of this Renewal License, the Licensee shall provide an annual payment to the Issuing Authority for PEG operations and related purposes in the amount of fifteen thousand dollars (\$15,000.00) directly to a special PEG Access Account, not the Town's General Funds. Said amount shall be increased five percent (5%) each year during the term of this Renewal License. Upon written request of the Issuing Authority, said amount may be decreased. The first such annual payment shall be made no later than ninety days (90) after the Execution Date of this Renewal License. Thereafter the Licensee shall make all subsequent annual cash payments no later than March 31st of each year with a final payment on or before March 31, 2012. In no case shall this payment be counted against the equipment and facilities payment made pursuant to Section 13.4(a) above or against any License fee. This funding shall be considered as an external cost for the purposes of rate regulation and may be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

(d) In the event that the License Fees herein required are not tendered on or before the dates fixed in sections 13.4(a) and (c) above, interest due on such fees shall accrue from the date at the rate of two percent (2.5%) above the annual prime rate of interest.

13.5 Equipment Ownership and Maintenance

The Town shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair and replacement of all such PEG access equipment. The Licensee shall not be responsible for any additional funding or any activities related to the operation and/or maintenance of PEG Access facilities or equipment, other than provided for in this Renewal License.

13.6 Editorial Control

The Issuing Authority or its designee(s) shall be responsible for the PEG Access Programming on said PEG Access Channels and may develop rules and regulations for their use. Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law. In furtherance thereof, the Town will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law.

13.7 Local Origination

Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion.

13.8 Access Channel Maintenance

The Licensee shall monitor the PEG Access Channels using the same technical standards as it uses to monitor the other Cable Service channels it provides; provided, further, that the Licensee is not responsible for the technical quality of PEG Access Programming.

13.9 Public Access to the Cable System

Any resident of the Town, employee of the Town, or any organization based in the Town, shall have the right to place Programming on the Public Access Channel, and shall have access to access facilities and equipment, and to access training, subject to rules, if any, established by the Issuing Authority or its designee(s).

13.10 Licensee Technical Training

The Licensee shall initially supply technical assistance as requested by the Issuing Authority or its designee(s) but not to exceed eighty (80) work-hours to select and install equipment, and to review PEG Access operational practices. The Licensee shall also provide training for up to three (3) Town or school access personnel, as designated by the Issuing Authority, by having them take part in a Production Training course conducted by the Licensee. On a continuing basis throughout the Renewal License term, the Licensee shall provide occasional technical assistance on an as-needed basis not to exceed (12) twelve times in the first

year of the Renewal License term, and six (6) times each year thereafter; and the Licensee shall conduct one access training course in the Town during each year of this Renewal License.

14 Enforcement or Revocation

14.1 Determination of Breach

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any material provision of 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 of which the Issuing Authority believes the Licensee to be in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (i) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (ii) cure any such default within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

In the event that the Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after a determination has been made by the Issuing Authority that Licensee has not appropriately responded, cured, or taken appropriate measures to attempt to cure the default, and written notice, by certified mail, of such determination has been delivered to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. If the Issuing Authority determines after the public hearing that a continuing state of default exists, and that its cure is unlikely or untimely, Issuing Authority may determine to pursue any of the remedies available to it under applicable law(s).

In the event that the Issuing Authority determines a violation has occurred, and has availed itself of a remedy thereto, the Licensee may appeal such decision to a court or agency of competent jurisdiction for review.

14.2 Revocation of Renewal License

(a) 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, subject to the procedures of applicable law, including, but not limited to, M.G.L. Chapter 166A, § 11 and this Renewal License.

(b) The termination of this Renewal License and the Licensee's rights herein shall occur upon the earliest to occur of:

- (i) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority;

(ii) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 14.1 above, 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 this Renewal License.

(c) Upon termination of this Renewal License by passage of time or otherwise, and unless 1) the Licensee renews its license for another term or 2) the Licensee transfers the Cable System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, Trunk and Distribution System, and all other appurtenances, but not its underground cable and/or conduit, from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed, including underground cable and/or conduit, as having been abandoned and, may dispose of any such property in any way or manner it deems appropriate and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

14.3 No Waiver – Cumulative Remedies

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall 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 failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

(c) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any other the rights of the Town under applicable law, subject in each case to the term and conditions in the Renewal License.

(d) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing

14.4 Notice to Parties of Legal Action

In the event that either party hereto intends to take legal action of any kind against the other party for any reason, the moving party shall first:

(i) give the other party at least sixty (60) days notice that an action will be filed;

(ii) meet with the other party before it files any such action, and

(iii) negotiate in good faith the issue, which is the subject of any threatened legal action.

14.5 Licensee's Right of Appeal

Nothing herein shall be deemed to limit the right of the Licensee to appeal any decision of the Issuing Authority to any court or governmental agency having jurisdiction thereof.

15 Miscellaneous Provisions

15.1 Force Majeure

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term Force Majeure as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor work actions and unavailability of essential equipment, personnel, services and/or materials beyond the reasonable control of the Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the Cable System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party. In the event that any such delay in performance or failure to perform affects only part of the respective party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible. The respective party shall notify the other party in writing of the occurrence of an event covered by this Section 15.1 within five (5) business days of the date upon which the respective party learns of its occurrence.

15.2 Action of Parties

In any action by the Issuing Authority or the Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.3 Equal Protection

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable System within the Town; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses pursuant to applicable federal and state laws and regulations in effect at the time of the grant. The Issuing Authority shall not permit or authorize any Person or entity to operate a Cable System without a license or franchise, as such term is defined by 47 U.S.C. § 522(9) in accordance with applicable laws or regulations.

(b) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, taken as a whole, than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms and conditions more favorable or less

burdensome, taken as a whole, than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, taken as a whole, than those contained in this Renewal License, the Issuing Authority shall consider, in good faith, equitable amendments to this Renewal License.

15.4 Notices

a) Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of Brimfield, 21 Main Street, Brimfield, Massachusetts 01010, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the General Manager, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606, with a copy sent to Joshua L. Jamison, President, East Division, Charter Communications, 11 Commerce Road, Newtown, Connecticut 06470 and Vice President, Government Affairs and License Relations, Charter Communications, Inc., Charter Plaza 12405 Powerscourt Drive, St. Louis, Missouri 63131, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

b) Subject to Section 15.4(a) above, all required notices shall be in writing.

15.5 Statement of the License

By executing this Renewal License, the Licensee represents that to the best of its knowledge and belief:

(i) None of the officers, directors or general partners of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and

(ii) As of the Execution Date, the performance of all terms and conditions in this Renewal License is commercially practicable. However, Licensee does not waive, and expressly reserves any and all rights it has under federal or state law to challenge the terms and conditions of this agreement if changes in circumstances render any terms or conditions commercially impracticable.

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

15.7 Acts or Omissions of Affiliates

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

15.8 No Recourse Against the Issuing Authority

In accordance with Section 635A (a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

15.9 Jurisdiction

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

15.10 Administration of Franchise/License

This License is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Renewal License must be made in writing, signed by the Issuing Authority and the Licensee.

15.11 Captions

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

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

15.12 Entire Agreement

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

except as incorporated by specific reference herein, and cannot be changed orally but only by an instrument in writing executed by the parties. All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

15.13 Warranties

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (i) the Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) the Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, 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;
- (iii) this Renewal License is enforceable against the Licensee in accordance with the provisions herein; and
- (iv) there is no action or proceeding pending or threatened against the Licensee, which would interfere with its performance of this Renewal License.

15.14 Dual Filings

(a) If requested, the Licensee shall make available to the Town and copying at the Licensee's expense, copies of any petitions or communications with any state or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

15.15 Effective Date

The effective date of this License is the same as the execution date herein.

Considered and approved this ___ day of _____, _____.

Town of Brimfield

Chairman, Board of Selectmen

Member, Board of Selectmen

Member, Board of Selectmen

Accepted this ___ day of _____, _____, subject to applicable federal, state and local law.

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

Signature: _____
Joshua L. Jamison
President
East Division

EXHIBIT 1

INET will drops shall be provided to the below locations

1. Brimfield Town Hall
2. Brimfield Town Hall Annex
3. Brimfield Public Library
4. Fire/Ambulance building
5. Highway building
6. Brimfield Elementary School

Notwithstanding above, all locations must be along the INET route and must be served by a standard installation as defined in Section 13.1.

EXHIBIT 2

Public Buildings and School Buildings

7. Brimfield Town Hall
8. Brimfield Town Hall Annex
9. Brimfield Public Library
10. Fire/Ambulance building
11. Highway building
12. Brimfield Elementary School