

Town of Sutton Cable Television Renewal License

**TOWN OF SUTTON**

**COMMONWEALTH of MASSACHUSETTS**

**RENEWAL CABLE TELEVISION LICENSE  
GRANTED TO**

**CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC**

RENEWAL LICENSE

January 27<sup>th</sup>, 2002

Town of Sutton Cable Television Renewal License

TABLE OF CONTENTS

**CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC** ..... **1**

**AGREEMENT** ..... **6**

**ARTICLE 1** ..... **7**

**DEFINITIONS** ..... **7**

**ARTICLE 2** ..... **11**

**GRANT OF LICENSE** ..... **11**

    SECTION 2.1 - GRANT OF RENEWAL LICENSE ..... **11**

    SECTION 2.3 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE ..... **11**

    SECTION 2.4 - NON-EXCLUSIVITY OF LICENSE AND COMPETITION ..... **12**

    SECTION 2.5 - FUTURE RENEWALS ..... **13**

**ARTICLE 3** ..... **14**

**SYSTEM DESIGN** ..... **14**

    SECTION 3.1 - SUBSCRIBER NETWORK ..... **14**

    SECTION 3.2 - INSTITUTIONAL NETWORK ..... **14**

    SECTION 3.3 - PARENTAL CONTROL CAPABILITY ..... **15**

    SECTION 3.4 – EMERGENCY AUDIO ALERT ..... **15**

    SECTION 3.5 – TECHNICAL CHANGES ..... **15**

**ARTICLE 4** ..... **17**

**CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS** ..... **17**

    SECTION 4.1 - SERVICE AVAILABLE TO ALL RESIDENTS ..... **17**

    SECTION 4.2 - LOCATION OF CABLE SYSTEM ..... **17**

    SECTION 4.3 - UNDERGROUND FACILITIES ..... **17**

    SECTION 4.4 - CONSTRUCTION AND MAINTENANCE STANDARDS ..... **17**

    SECTION 4.5 - RESTORATION TO PRIOR CONDITION ..... **17**

    SECTION 4.6 - DISCONNECTION AND RELOCATION ..... **18**

    SECTION 4.7 - PRIVATE PROPERTY ..... **18**

    SECTION 4.8 - COMMERCIAL ESTABLISHMENTS ..... **18**

    SECTION 4.9 - CONTINUITY OF SERVICE ..... **18**

**ARTICLE 5** ..... **20**

**SERVICES AND PROGRAMMING** ..... **20**

    SECTION 5.1 - BASIC SERVICE AND OTHER SERVICES ..... **20**

    SECTION 5.2 - FREE CONNECTIONS AND SERVICES ..... **20**

    TO MUNICIPAL BUILDINGS AND/OR SCHOOLS ..... **20**

    SECTION 5.3 – LEASED CHANNELS FOR COMMERCIAL USE ..... **20**

    SECTION 5.4 – CHANNEL LINE-UP: ELECTRONIC PROGRAM GUIDE ..... **20**

**ARTICLE 6** ..... **21**

**PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT** ..... **21**

    SECTION 6.1 - PEG ACCESS CHANNELS ..... **21**

    SECTION 6.2 - PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS EQUIPMENT FUND ..... **21**

Town of Sutton Cable Television Renewal License

SECTION 6.3 - EQUIPMENT OWNERSHIP AND MAINTENANCE ..... [21](#)  
SECTION 6.4 - ANNUAL SUPPORT FOR PEG ACCESS ..... [21](#)  
SECTION 6.5 – LATE PAYMENTS ..... [22](#)  
SECTION 6.6 - EDITORIAL CONTROL ..... [22](#)  
SECTION 6.7 - PUBLIC ACCESS TO THE CABLE SYSTEM ..... [22](#)  
SECTION 6.8 - ACCESS COORDINATOR ..... [23](#)  
SECTION 6.9 - LICENSEE TECHNICAL ASSISTANCE AND TRAINING ..... [23](#)  
SECTION 7.0- ACCESS CABLECASTING ..... [23](#)  
**ARTICLE 7** ..... [24](#)  
**LICENSE FEES** ..... [24](#)  
SECTION 7.1 - LICENSE FEE ..... [24](#)  
SECTION 7.2 - PAYMENT ..... [24](#)  
**ARTICLE 8** ..... [25](#)  
**RATES AND CHARGES** ..... [25](#)  
SECTION 8.1 - NOTIFICATION OF RATES AND CHARGES ..... [25](#)  
SECTION 8.2 - SENIOR DISCOUNT ..... [25](#)  
SECTION 8.3 - CREDIT FOR SERVICE INTERRUPTION ..... [25](#)  
SECTION 8.4 – MASSACHUSETTS CABLE DIVISION REGULATIONS ..... [25](#)  
**ARTICLE 9** ..... [26](#)  
**INSURANCE AND BONDS** ..... [26](#)  
SECTION 9.1 - INSURANCE ..... [26](#)  
SECTION 9.2 - PERFORMANCE BOND ..... [26](#)  
**ARTICLE 10** ..... [27](#)  
**ADMINISTRATION AND REGULATION** ..... [27](#)  
SECTION 10.1 - REGULATORY AUTHORITY ..... [27](#)  
SECTION 10.2 - NON-DISCRIMINATION ..... [27](#)  
SECTION 10.3 - REMOVAL OR RELOCATION ..... [27](#)  
SECTION 10.4 - INSPECTION ..... [27](#)  
SECTION 10.5 - JURISDICTION ..... [28](#)  
SECTION 10.6 - PERFORMANCE EVALUATION HEARING ..... [28](#)  
**ARTICLE 11** ..... [29](#)  
**DETERMINATION OF BREACH LIQUIDATED DAMAGES/LICENSE REVOCATION** ..... [29](#)  
SECTION 11.1 - DETERMINATION OF BREACH ..... [29](#)  
SECTION 11.2 – LIQUIDATED DAMAGES ..... [29](#)  
SECTION 11.3 - REVOCATION OF THE RENEWAL LICENSE ..... [30](#)  
SECTION 11.4 - TERMINATION ..... [30](#)  
SECTION 11.5 - LICENSEE'S RIGHT OF APPEAL ..... [30](#)  
**ARTICLE 12** ..... [32](#)  
**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION** ..... [32](#)  
SECTION 12.1 -CUSTOMER SERVICE AND TELEPHONE ANSWERING SERVICE ..... [32](#)  
SECTION 12.2 - INITIAL INSTALLATION AND SERVICE CALL PROCEDURES IN WIRED AREAS [32](#)  
SECTION 12.3 - SUBSCRIBER SOLICITATION PROCEDURES ..... [32](#)  
SECTION 12.4 - BILLING PRACTICES INFORMATION AND PROCEDURES ..... [33](#)

Town of Sutton Cable Television Renewal License

SECTION 12.5 - DISCONNECTION AND TERMINATION OF CABLE SERVICES ..... [33](#)  
SECTION 12.6 -RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS/ REBATE  
PROCEDURES ..... [33](#)  
SECTION 12.7 - COMPLAINT RESOLUTION PROCEDURES ..... [34](#)  
SECTION 12.8 - CHANGE OF SERVICE ..... [34](#)  
SECTION 12.9 EMPLOYEE AND AGENT IDENTIFICATION CARDS ..... [34](#)  
SECTION 12.10 - F.C.C. CUSTOMER SERVICE ..... [34](#)  
SECTION 12.11 –PROTECTION OF SUBSCRIBER PRIVACY ..... [34](#)  
SECTION 12.12 - VCR/CABLE COMPATIBILITY; A/B SWITCH ..... [35](#)  
SECTION 12.13 - INTERNET SERVICES ..... [35](#)  
**ARTICLE 13** ..... [36](#)  
**REPORTS AND INFORMATION** ..... [36](#)  
SECTION 13.1 - GENERAL ..... [36](#)  
SECTION 13.2 - FINANCIAL AND OTHER REPORTS ..... [36](#)  
SECTION 13.3 - SUBSCRIBER COMPLAINT REPORTS ..... [36](#)  
SECTION 13.4 - IN-HOUSE TELEPHONE REPORTS ..... [36](#)  
**ARTICLE 14** ..... [37](#)  
**EMPLOYMENT** ..... [37](#)  
SECTION 14.1 - EMPLOYMENT ..... [37](#)  
**ARTICLE 15** ..... [38](#)  
**MISCELLANEOUS PROVISIONS** ..... [38](#)  
SECTION 15.1 - ENTIRE AGREEMENT ..... [38](#)  
SECTION 15.2 - SEPARABILITY AND PREEMPTION ..... [38](#)  
SECTION 15.3 - WARRANTIES ..... [38](#)  
SECTION 15.4 - FORCE MAJEURE ..... [38](#)  
SECTION 15.5 - REMOVAL OF ANTENNAS ..... [39](#)  
SECTION 15.6 - STATEMENT OF THE LICENSE ..... [39](#)  
SECTION 15.7- APPLICABILITY OF RENEWAL LICENSE ..... [39](#)  
SECTION 15.8 - NOTICES AND REQUESTS ..... [39](#)  
**SIGNATURE PAGE** ..... [40](#)  
**EXHIBIT 1** ..... [41](#)  
INSTITUTIONAL NETWORK CONNECTION (DROPS) ..... [41](#)  
**EXHIBIT 2** ..... [42](#)  
FREE CONNECTIONS AND SERVICES TO ..... [42](#)  
MUNICIPAL & PUBLIC BUILDINGS. .... [42](#)  
**EXHIBIT 3** ..... [43](#)  
RECOMMENDED RANGE OF NECESSARY CURRICULUM ..... [43](#)  
FOR TELEVISION PRODUCTION WORKSHOPS ..... [43](#)  
**EXHIBIT 4** ..... [44](#)  
STATE CABLE REGULATIONS 207 CMR 10.00 ..... [44](#)  
**EXHIBIT 5** ..... [48](#)  
TITLE 47—TELECOMMUNICATION CHAPTER I— ..... [48](#)  
FEDERAL COMMUNICATIONS COMMISSION ..... [48](#)

Town of Sutton Cable Television Renewal License

**AGREEMENT**

This Renewal License entered into this \_\_\_\_th day of February, 2002, by and between Charter Communications Entertainment I, L.L.C. a Delaware limited liability corporation (the "Company" or "Licensee"), and the Board of Selectmen of the Town of Sutton, Massachusetts, as Issuing Authority for the renewal of the Cable Television License under M.G.L. c. 166A:

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Sutton, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Sutton; and

WHEREAS, the Issuing Authority conducted a public hearing, pursuant Section 626(a) of The Cable Act, on April 19<sup>th</sup>, 2000, May 18<sup>th</sup>, 2000 and November 21<sup>st</sup> 2000 to 1) identify the future cable related community needs and interests of the Town, and 2) review the performance of the Company during its current franchise term; and

WHEREAS, the Company submitted a Proposal for Renewal ("PFR") to the Town, dated April 27, 2001 for a Renewal License to construct, operate and maintain a Cable Television System in the Town; and

WHEREAS, the Issuing Authority and the Company agree on the PFR for the Cable Television System; and WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and other proposals of the Company; and WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town to grant a non-exclusive Renewal License to the Company;

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

**ARTICLE 1  
DEFINITIONS**

Many of the following terms are defined by federal law and those definitions are incorporated by reference herein. Definitions herein are intended only to clarify those definitions and not to supercede, limit or expand any such provisions of law.

- (1) **Access or Public Access:** The right or ability of any Town resident and/or any person employed by a business, company or entity located within the Town to use designated facilities, equipment and/or specified channels of the Cable System, subject to the conditions and procedures established for such use.
- (2) **Access Channel:** One or more video channels which the Company designates and makes available to the Town and/or its designees for the purpose of transmitting noncommercial programming by the members of the public, Town departments and agencies, public schools, educational, institutional and similar not-for-profit organizations.
- (3) **Basic Service:** Generally the entry level tier of service defined, as "basic cable service" under 47 U.S.C. § 522(3), distributed over the Cable Television System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all local broadcast signals, if any, required to be carried as Basic Cable Service pursuant to federal law.
- (4) **The Cable Act:** Refers to all applicable provisions of the federal Communications Act, as amended, including the Cable Communications Policy Act of 1984 Public Law No. 98-549, 98 Stat. 2779 (1984), codified at 47 U.S.C. §§521 et seq. which became effective on December 29, 1984, and as thereafter amended by the Cable Telecommunications and Consumer Protection Act of 1992, and the Telecommunications Act of 1996.
- (5) **Cable Communications System or Cable System or CATV System:** Generally the cable system, as defined by 47 U.S.C. § 522(7), or Community Antenna Television System, as defined by M.G.L.c. 166A § I (b).
- (6) **Cable Services:** The one-way transmission to subscribers of video programming and subscriber interaction, if any, which is required for the selection or use of such video programming, generally defined by 47 U.S.C. § 522(6).
- (7) **Cable Television Advisory Committee (the "Advisory Committee"):** A committee if any, appointed by the Town's Board of Selectmen, pursuant to 207 CMR 3.01 (3).
- (8) **CATV:** Community Antenna Television or more generally referred to herein as "cable television.
- (9) **Complaint:** An oral, written or electronic account, received by the Licensee, of a problem with service, billing or equipment.
- (10) **Distribution Plant:** That part of the Cable Television System plant between the headend and the Cable Drop.
- (11) **Downstream Channel:** A channel over which signals travel from the Cable System headend to an authorized recipient.

Town of Sutton Cable Television Renewal License

- (12) **Drop or Cable Drop:** The coaxial cable, owned by the Licensee, that connects a home or building in the Town to the Distribution Plant of the Cable System, also owned by the Licensee.
- (13) **Educational Access Channel:** A specific channel on the Cable System designated by the Company and made available to educational institutions and/or educators wishing to present non-commercial educational information to the public.
- (14) **Effective Date of Renewal License (the "Effective Date"):** January 28, 2002.
- (15) **Execution Date of Renewal License (the "Execution Date"):** February 5<sup>th</sup> 2002.
- (16) **External Costs:** Pursuant to Section 76.922(d) of the FCC's regulations, as such regulations may hereafter be from time to time amended, "External Costs" shall mean costs of Licensee in the categories enumerated in such regulations, including, but not necessarily limited to, the following categories: (a) state and local taxes applicable to the provision of Cable Television Service; (b) franchise fees; (c) costs of compliance with franchise requirements, including costs of PEG access channels as required by the franchise authority; (d) retransmission consent fees; and (e) programming costs. Permitted per channel charges for regulated programming services may be adjusted to reflect changes in External Costs. Other costs may also be deemed External Costs in accordance with applicable law. As permitted by law, all External Costs, including those under this License, may be added onto the applicable rates, fees and charges of services and equipment paid by Licensee's subscribers in Town.
- (17) **FCC:** The Federal Communications Commission, or any successor agency.
- (18) **Government Access Channel:** A specific channel on the Cable System designated by the Company and made available to the Issuing Authority and/or its designees to present non-commercial programming and/or information to the public.
- (19) **Gross Annual Revenue:** Any and all compensation derived by the Licensee from the operations of the Cable Television System within the town, including subscriber and non-subscriber revenues, including but not limited to, regular service charges, pay programming charges, pay-per-view revenues, cable modem revenue, installation revenues, and any other revenues, excluding revenues from the sale of a capital asset not in the ordinary course of business (cable equipment sales to subscribers shall not be deemed within the foregoing exclusion); bad debt, (but not excluding third party to be excluded from franchise fee calculations under the Telecommunications Act of 1996), advertising, home shopping and leased channels.
- (20) **Institutional Network:** The separate cable network designed for broadband communication between specific and limited number of government and commercial sites with the Town. Two-way communication over the Network requires two channels: an upstream channel to forward the signal to a hub site and a second downstream channel to transport the radio frequency signal to the receive site(s).
- (21) **Issuing Authority:** The Board of Selectmen of the Town of Sutton, Massachusetts.
- (22) **Licensee:** Charter Communications Entertainment 1, LLC, which may do business as "Charter Communications" or "Charter" or any other name that it, in its sole discretion, selects.

Town of Sutton Cable Television Renewal License

- (23) **MDTE:** The Massachusetts Department of Telecommunications and Energy, Cable Television Division, established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.
- (24) **Multi-channel Video Programming Provider (MVPP):** As defined by the FCC, any provider of multiple channel video service to the home, including but not limited to, Cable Television Service, direct broadcast satellite service ("DBS"), multi-channel multi-point distribution service ("MMDS"), and Open Video Service ("OVS").
- (25) **Outlet:** The interior connection of a Subscriber's or User's television set to the Cable System, which may or may not be an interior receptacle.
- (26) **Pay Cable or Premium Cable Services:** Programming delivered for a fee or charge to Subscribers on a per-channel basis in addition to the fee or charge to Subscribers for the Basic Services.
- (27) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-day basis in addition to the fee or charge to Subscribers for the Basic Services.
- (28) **Private Way:** Generally, a non-public road or way providing access to two or more properties.
- (29) **Public Access Channel:** A specific channel on the Cable System which is designated by the Licensee for the use of individuals and not-for-profit organizations wishing to present non-commercial Programming and information.
- (30) **Public Way or Street ("the Public Way"):** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parks, parkways and public grounds and all other publicly owned real property or real property rights under the jurisdiction of the Town within or belonging to the Town, or over which the Town has an easement or right-of-way, or to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this Renewal License, now or hereafter existing.
- (31) **Renewal License or License:** The non-exclusive, revocable Cable Television License granted to the Licensee by this instrument.
- (32) **Residence:** Any structure used for private or other non-business purposes including private homes; but excluding commercial entities including but not limited to restaurants, bars, public clubs, private clubs, nursing homes, college dormitories and hotels and that is able to receive Cable Service.
- (33) **Signal:** Any transmission of electromagnetic or optical energy, which carries information from one location to another.
- (34) **Subscriber:** Any person who elects to subscribe to, for any purpose, a service provided by Licensee by means of, or in connection with, the Cable Television System.
- (35) **Subscriber Network:** A bi-directional capable network operated by the Licensee, over which video, audio, text and data signals may be transmitted to Subscribers.

Town of Sutton Cable Television Renewal License

- (36) **System outage or Outage:** An occurrence wherein seven (7) or more calls from one neighborhood report a loss of Cable Service. A call from the Issuing Authority or its designees relayed to the Licensee shall constitute a report loss of cable service within the meaning of this definition.
- (37) **Town:** The Town of Sutton, Massachusetts.
- (38) **Trunk and Distribution System:** That portion of the Cable System for the delivery of signals, but not including Drops to Subscribers' residences.
- (39) **Upstream Channel:** A channel over which signals travel from an authorized location on the Subscriber Network or the Institutional Network, to the Cable System headend, or to the Institutional Network hub location.

**ARTICLE 2  
GRANT OF LICENSE**

**SECTION 2.1 - GRANT OF RENEWAL LICENSE**

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L.c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Board of Selectmen as the Issuing Authority of the Town of Sutton, Massachusetts ("Town"), hereby grants a non-exclusive renewal Cable Television License to Charter Communications Entertainment 1, L.L.C. ("Licensee") a Delaware limited liability corporation established for such purpose, authorizing and permitting said Licensee to construct and operate a Cable Television System within the corporate limits of the Town of Sutton, Massachusetts. This Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of the MDTE or Massachusetts Cable Division, the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority hereby grants to 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 Sutton within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, Private Ways and also through public and private easements, which are within the Town, that have been dedicated for compatible uses, for the purpose of reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data, Internet access or other signals or services in accordance with the laws of the United States of America and the Commonwealth of Massachusetts. In exercising rights pursuant to this Renewal License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, unlawfully interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use public ways and places. Grant of 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 Licensee and other parties regarding use of public ways and places shall be resolved in accordance with the Department of Public Works regulations or governing applicable law.

**SECTION 2.2 - TERM OF RENEWAL LICENSE**

The term of this Renewal License shall commence on January 28<sup>th</sup>, 2002 and shall expire on January 27, 2012.

**SECTION 2.3 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

This Renewal License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person holding such License to any other person, except as provided by applicable law or the regulations of the MDTE and the FCC.

**SECTION 2.4 - NON-EXCLUSIVITY OF LICENSE AND COMPETITION**

(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 Television System within the Town, or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a cable system without a License or franchise, as defined by 47 U.S.C. § 522(9).

(b) If the Town enters into any contract, license, agreement, or the like with a MVPP, which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any differences between this License and any additional license, contract or agreement in terms of benefit to the respective MVPP, including, but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; (v) any payments for the support PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the extent that any terms of this License is less favorable and more burdensome to the Licensee than those of an equivalent provision of such subsequent or additional MVPP license, contract, or agreement, the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license, contract, or agreement so that they are not on more favorable or less burdensome terms than the terms of this License or amending this License so that its terms are not less favorable or more burdensome than those of any additional license, contract, or agreement. In devising an appropriate remedy, the Town shall consider that, in certain instances, eliminating ongoing obligations after the implementing of construction has been undertaken may be inadequate to provide meaningful relief.

(c) In the event the services of any MVPP competing with the Licensee is not licensed or under contract or under agreement with the Town ("unlicensed MVPP"), and the number of households subscribing to the unlicensed MVPP in combination with the number of Subscribers of all other unlicensed MVPPs available to franchise area households is in excess of ten percent (10%), then to the extent such MVPP is not required to (i) pay any franchise fee; (ii) pay for support of PEG access programming; (iii) make grants for PEG access facilities; (iv) provide drops and service to public buildings; (v) construct an I-Net; or (vi) comply with customer service standards, the Town upon written request of the Licensee citing this provision and requesting relief sought, after providing public notice, shall hold a public hearing at which it will consider the reasonableness of Licensee's request for relief from complying with the above mentioned requirements and afford Licensee the opportunity to demonstrate the disparate burdens and inequities on Licensee of having to comply with said requirements. Following said hearing, the Town shall issue a report ascertaining the reasonableness of continuing to require Licensee to engage in the above mentioned requirements and what relief, if any, Licensee may be afforded. In the absence of any applicable federal law that occupies the field specifically aimed at equalizing competition or otherwise creating a "level playing field" between municipally licensed and unlicensed MVPPs, should the conditions which Licensee demonstrates in the aforementioned hearing give rise to a competitive disadvantage for the Licensee, the Town shall rectify said differences by modifying this License in such a manner as to relieve the Licensee of the burdens which are not imposed on or provided by the Licensee's competitors or by imposing similar requirements on the MVPP.

**SECTION 2.5 - FUTURE RENEWALS**

Renewal rights shall be afforded the Licensee at the expiration of this license consistent with applicable state and federal law. In no event shall such renewal rights be less favorable to the Licensee than those set forth in 47 U.S.C. § 546, as it exists on the date hereof. All future Renewal PFRs shall be provided to the Issuing Authority upon request in an electronic, executable format.

**ARTICLE 3  
SYSTEM DESIGN**

**SECTION 3.1 - SUBSCRIBER NETWORK**

(a) The Licensee shall continue to operate and maintain a technologically suitable Cable System, which offers a full range of services and equipment, taking into account appropriate economic circumstances and feasibility and customer demand. Within the first six (6) months of the execution date of this Renewal License, Licensee shall upgrade the cable system in the town to an 870 MHz broadband addressable, two-way fiber-to-feeder Subscriber Network, 550 MHz analog and 870 MHz digital. The 870 MHz broadband cable system shall be fed by means of a fiber-optic transportation cable network.

(b) Cable Service shall be made available to all homes in the Town; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of this License, or are located on Public Ways; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable.

(c) Standard drops and installations shall include aerial drops up to 300 feet in length. Larger aerial drops and underground drops shall be priced based on cost.

(d) Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, equipment that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

**SECTION 3.2 - INSTITUTIONAL NETWORK**

As part of its cable system upgrade supra Sec.3.1 (a), Licensee shall construct an Institutional Network to be used by the Town and the Licensee. The Town shall have the right to program, for noncommercial video and data purposes, bandwidth assigned by Licensee sufficient, at least, for three (3) PEG access channels.

The I-Net shall link those municipal and school buildings along the I-Net route and listed in **Exhibit 1** of this Renewal License, attached hereto and made a part hereof. Upon written request, the Licensee shall provide, free of charge, one 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 as may be 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 not require the addition of electronics, amplifiers or other transmission components to the I-NET plant.

The I-Net shall be interconnected with the Subscriber Network, in order that video, telephone and data signals originating from Town buildings can be sent Upstream on an I-Net Channel and then connected to a Downstream Subscriber Network Channel. There shall be no charge to the Town for such connections for video, data or telephone signals. 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.

The Licensee shall have the sole responsibility, at its sole cost and expense, for normal maintenance of the I-Net, I-Net processors and Modulators for video data and telephone signals 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 the transfers of Access Channel video, signals between the Subscriber Network and

## Town of Sutton Cable Television Renewal License

the I-Net. Licensee shall provide any equipment necessary to effectuate such transfers. The term "video" shall include the accompanying audio portion of any video signal. Licensee or its affiliate may impose charges to transport, maintain, monitor, manage and service voice or data signals over the I-Net, it being clearly understood that the acquisition and use of end-user and on-site equipment for voice or data is the sole responsibility, financially and operationally, of the Town.

Licensee's staff shall meet with Town representatives as reasonably requested to present information regarding the technical capabilities of the I-Net. This provision shall not apply to detailed consultations concerning the design and purchase of equipment for data networks using the I-Net. The Licensee shall build all Institutional Network plant at cost. The initial plant shall connect the Town Hall and the school campus and shall be completed as soon as possible. At the Town's request, but not before year five (5) of this Renewal License, future expansion of the I Net shall be effected within 6 Months of the request at the expense of the Town or the subscribers at the option of the Issuing Authority.

### **SECTION 3.3 - PARENTAL CONTROL CAPABILITY**

The Licensee shall provide to Subscribers, for the applicable charge and upon request, and to the extent required by law, the capability to control the reception of any channels on the Cable System for the purpose of parental control.

### **SECTION 3.4 – EMERGENCY AUDIO ALERT**

The Licensee shall maintain an emergency audio override alert system in compliance with the F.C.C. and state emergency audio override alert requirements. However, if said requirements are repealed, Licensee shall maintain emergency override capability at least in compliance with the following. The Issuing Authority will designate a single public official responsible for accessing an emergency cable override system and shall designate an alternate public official who may access the emergency system in the event of the absence of the foregoing individual. The designated individual(s) may gain access to the Cable System by using any touch-tone telephone to override Channels on the Cable Television System with an emergency telephone message. The audio alert shall be effective over the maximum number of Channels that can be overridden through equipment available to the cable industry for such purposes and shall provide an audio signal override its method of emergency communication. The town shall hold the Licensee harmless for emergency failure of the override system if properly maintained, and indemnify it for direct acts of the Town, which cause damages, as determined by a court of law, to Licensee or third parties which are a direct and proximate result of the Town's negligence in the use of said emergency audio override.

### **SECTION 3.5 – TECHNICAL CHANGES**

(a)The Licensee's Cable Television System shall be designed, constructed and operated to incorporate the most technically advanced design configuration and operation. If, as a result of technological developments, the quality or quantity of Programming or services available to Subscribers or Users of the Licensee's Cable Television System in Sutton could be greatly enhanced, the Licensee shall, at the request of the Issuing Authority, investigate the feasibility of implementing such new developments and shall implement such technological developments if such implementation (i) can be done without adding an unwarranted financial burden to the Subscribers and (ii) is economically and operationally feasible and viable for the Licensee. In determining whether or not the Licensee shall consider, among other factors, the remaining term of this renewal license; performance demonstrating the operational feasibility of the new developments; construction and related costs; the adaptability of such developments to the Licensee's Cable Television System or any part thereof; and

Town of Sutton Cable Television Renewal License

the potential marketability of the new services and other factors affecting the economic feasibility and viability of implementation of the new developments.

(b) When the Issuing Authority notifies the Licensee that either (i) fifty percent (50%) of cable television subscribers in Massachusetts, and/or (ii) fifty percent (50%) of municipalities in Massachusetts are verifiably serviced by Cable Systems with capacity greater than 870 MHz, then the Issuing Authority and the Licensee shall discuss and negotiate, in good faith, an upgrade or rebuild of the Sutton Cable System.

**ARTICLE 4**  
**CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS**

**SECTION 4.1 - SERVICE AVAILABLE TO ALL RESIDENTS**

Subject to Section 3.1 supra, the Licensee shall continue to make its Cable Service available to all residences in the Town as of the Effective Date of this License.

**SECTION 4.2 - LOCATION OF CABLE SYSTEM**

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 Way. 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 respects concerning the construction, installation, operation, and maintenance of Licensee's Cable System, including but not limited to the timely issuance of any permits or other authorizations necessary to perform such work at no charge to Licensee and upon such other reasonable terms and conditions as permitted by applicable law.

**SECTION 4.3 - UNDERGROUND FACILITIES**

(a) For residential subdivisions constructed after the Effective Date of this License with all utilities located underground, the Licensee shall install its Distribution Plant underground, provided: (i) the subdivision contractor building the subdivision shall make the necessary easements available without cost to Licensee; and (ii) the subdivision contractor provides at least sixty (60) days notice to the Licensee in order for the Licensee to place the Distribution Plant in utility trenches opened by the contractor.

**SECTION 4.4 - CONSTRUCTION AND MAINTENANCE STANDARDS**

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

**SECTION 4.5 - RESTORATION TO PRIOR CONDITION**

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

## Town of Sutton Cable Television Renewal License

repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. For the purpose of this section, "*reasonable expense*" shall provide for restoration to a condition similar to the original condition.

### **SECTION 4.6 - DISCONNECTION AND RELOCATION**

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

### **SECTION 4.7 - PRIVATE PROPERTY**

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

### **SECTION 4.8 - COMMERCIAL ESTABLISHMENTS**

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

### **SECTION 4.9 - CONTINUITY OF SERVICE**

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

(b) Licensee may disconnect service to a Subscriber if, after providing notice of signal leakage, Subscriber does not permit Licensee to enter property and correct a signal leakage problem, in conformance with FCC technical specifications.

Town of Sutton Cable Television Renewal License

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

**ARTICLE 5  
SERVICES AND PROGRAMMING**

**SECTION 5.1 - BASIC SERVICE AND OTHER SERVICES**

It is the Licensee's intention to provide a Basic Service which shall initially include at least all programming listed on the Basic lineup as of the effective date of this Renewal License, which list may be modified at Company's sole discretion at any time with 30 days written notice but at all times in accordance with applicable law.

**SECTION 5.2 - FREE CONNECTIONS AND SERVICES  
TO MUNICIPAL BUILDINGS AND/OR SCHOOLS**

(a) Licensee shall provide one (1) Subscriber Network Drop, cable television outlet with Basic and Cable Network Service, without charge, to municipal schools, police and fire stations, municipal libraries, and other municipal buildings listed in **Exhibit 2**, attached hereto, or specifically requested in writing by the Issuing Authority provided such request does not necessitate line extension or addition of electronics to existing lines.

(b) Within 120 days after Licensee deploys residential high-speed Internet access service in Sutton, Licensee shall furnish one (1) cable modem and hook-up for use with one computer in a common space in locations designated in **Exhibit 3**. There shall be no charge for that modem, hook-up or monthly high-speed Internet access service received through them in said facilities.

**SECTION 5.3 – LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to 61(b)(1)(B) of the 1984 Act, codified at 47 U.S.C. Sec. (b)(1)(B), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee.

**SECTION 5.4 – CHANNEL LINE-UP: ELECTRONIC PROGRAM GUIDE**

Licensee shall provide the Issuing Authority and the subscribers thirty (30) day advance notice of channel line-up changes including all channel reassignments, additions, or deletions within control of Licensee or of which it has advance notice, where not in control of the Licensee. When channels are added or deleted, the Licensee shall provide each subscriber with channel cards indicating the new channel line-up. In the case of channel changes, if notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. Whenever practicable, Licensee shall keep broadcast channels on their original broadcast channel. In addition, Licensee shall either display an electronic program guide on its cable system, indicating on an ongoing basis, the program listings for the System, or alternatively, at its discretion, offer a printed program guide at no cost to the subscriber.

**ARTICLE 6**  
**PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT**

**SECTION 6.1 - PEG ACCESS CHANNELS**

The Licensee shall make available sufficient bandwidth for three (3) channels for PEG access programming use. The modulators and processors at the three primary origination sites of the three channels shall be furnished and maintained at Licensee's sole cost. The cost of modulators and processors at agreed upon remote origination sites, if any shall be treated as external cost by Licensee and charged to subscribers in accordance with applicable law. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted.

**SECTION 6.2 - PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS EQUIPMENT FUND**

The Licensee shall provide a one-time cash fund to the Town in the amount of one hundred seven thousand five hundred dollars (\$107,500.00) ("PEG Equipment Fund") for the purchase of PEG access equipment and supplies for a three-camera studio construction or other cable-related needs as determined by the Town or its designee. The Licensee shall make a ninety seven thousand five hundred dollar (\$97,500) payment within sixty (60) days of the execution date of this Renewal License and a ten thousand dollar (\$10,000) payment on the first anniversary of the execution date of this Renewal License to: the Town of Sutton at 4 Uxbridge Rd., Sutton, MA 01590. The cost of this PEG Fund shall be an External Cost and may be charged to subscribers in the Town in accordance with applicable law.

**SECTION 6.3 - EQUIPMENT OWNERSHIP AND MAINTENANCE**

The Town shall own all PEG access equipment acquired and studio facilities constructed pursuant to this Renewal License and, accordingly, shall be responsible, financially and operationally for repair and replacement of all such PEG access equipment and facilities. Further, upon execution of this Renewal License, the ownership of all PEG access equipment in Sutton owned by Licensee shall pass to the Town at no cost to the Town except that the Town shall likewise be responsible, financially and operationally for its repair and replacement. The Licensee shall offer to the Town a routine and preventative maintenance service, which if accepted by the Town, may be deductible by Licensee out of the annual grant identified in §6.4.

**SECTION 6.4 - ANNUAL SUPPORT FOR PEG ACCESS**

(a) Licensee shall provide an annual franchise fee payment to the Town, for deposit by the Town in its General Fund or in a fund earmarked for gifts or grants, for support of PEG Access activity in the town. Such payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for purposes of any applicable federal limitation on franchise fees. In no event shall the sum of all such franchise and License fees exceed five percent (5%) of Licensee's Gross Annual Revenue. This annual franchise fee payment shall be

## Town of Sutton Cable Television Renewal License

treated as an External Cost by Licensee and shall consequently be charged to subscribers in accordance with applicable law.

(b) The first annual payment referenced in Sec. 6.4 (a) shall be made within sixty (60) days of the execution date of this Renewal License. Said annual payment shall subsequently be made on March first of each consecutive year.

(c) The annual franchise fee payment for support of PEG Access, in. Sec. 6.4(a), shall equal one and one half percent (1 ½%) for the first year, and up to two percent (2 %) for each of the following years, of Licensee's Gross Annual Revenue. Licensee shall calculate the amount based upon Gross Annual Revenue for the year ending the preceding December 31, and shall forward said information to the Issuing Authority by January 31<sup>st</sup> of the following year. Licensee shall reduce the payment percentage to the Town upon written request from the Issuing Authority by February 7th of each year. In the absence of any written request, the Licensee shall use the previous year's percentage to calculate PEG Access support.

### **SECTION 6.5 – LATE PAYMENTS**

In the event that the PEG payments required by this article are not tendered on or before the dates fixed herein, interest due on such payment shall accrue beginning on the 8<sup>th</sup> day after the due date at the rate of 2% above the Prime Rate as published as of the due date.

### **SECTION 6.6 - EDITORIAL CONTROL**

Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the Public 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, copyright or other applicable law. It is understood that neither Licensee nor the Issuing Authority is responsible for the production quality of PEG access programming. Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local origination programming at the Licensee's sole discretion.

### **SECTION 6.7 - 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 channels, and shall have access to access facilities and equipment, and to access training subject to rules, if any, established by the Issuing Authority pursuant to this License.

## **SECTION 6.8 - ACCESS COORDINATOR**

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

## **SECTION 6.9 - LICENSEE TECHNICAL ASSISTANCE AND TRAINING**

Licensee shall supply technical assistance and training as follows:

(a) Licensee shall provide initial technical assistance by knowledgeable, experienced and qualified staff to the Access Coordinator, on an as-needed basis subject to availability and at no cost to the Town, for the purposes of selecting equipment and reviewing access operational practices;

(b) Licensee shall provide training by knowledgeable, experienced and qualified staff in areas of the general topics identified in **Exhibit 3**. This training shall be provided initially for the Access Coordinator if needed, and thereafter up to two times per year, for classes of up to eight (8) persons, such classes to be held generally in the spring and fall of the year. The training course shall follow the general topics and guidelines set forth in **Exhibit 3**;

(c) On a continuing basis, Licensee shall provide technical assistance to the Access Coordinator on an as-needed basis, subject to reasonable availability, and at no cost to the Town.

## **SECTION 7.0- ACCESS CABLECASTING**

In order that the Town can cablecast its programming over its PEG access downstream channels, the PEG access programming shall be modulated, then transmitted to the Cable System headend on an upstream I-Net Channel designated for town use pursuant to **Sec. 3.2**. The Licensee shall continue to provide, at its sole cost and expense, three (3) processors and three (3) modulators. All Modulators shall be tunable/agile. Sutton shall have override capabilities for at least two (2) channels.

**ARTICLE 7  
LICENSE FEES**

**SECTION 7.1 - LICENSE FEE**

(a) In the event that the Town is permitted by law to collect a license fee expressed as a percentage of gross annual revenue in the future, the Licensee shall (i) immediately commence paying such a percentage license fee to the Town in accordance with applicable Law based on gross annual revenues; (ii) and file with the Issuing Authority, with each such percentage license fee payment, a statement certified by a financial officer of the Licensee certifying the total of all Gross Annual Revenue derived during the previous year.

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable Law in excess of five (5) percent of its Gross Annual Revenues derived during the previous year. Said five (5) percent cap shall include Annual Access Operating Grant pursuant to **Section 6.4** and the equipment/facilities fund payable pursuant to **Section 6.2**. Further, if in the future, license fee payments to the Town are based on a percentage of gross annual revenue and said payments are in excess of (1) one percent of the Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of annual access funding and operating support provided to the Town by the Licensee in order to stay within the five (5) percent of gross annual revenues cap specified herein.

**SECTION 7.2 - PAYMENT**

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

**ARTICLE 8  
RATES AND CHARGES**

**SECTION 8.1 - NOTIFICATION OF RATES AND CHARGES**

The Licensee shall inform the Issuing Authority of rates and charges, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of changes in service, rates and charges, and all terms and conditions relating thereto in such time and manner as necessary to comply with Law and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with Law.

**SECTION 8.2 -SENIOR DISCOUNT**

Throughout the term of this License Renewal the Licensee shall offer a ten (10%) percent discount on the Basic Service tier to all subscribers in the town who are sixty-five (65) or older who present evidence of their eligibility for such discount. No subscriber already receiving a Senior Citizen Discount on the Execution date of this renewal License will have the scope of his or her benefits reduced during the term of the License.

**SECTION 8.3 - CREDIT FOR SERVICE INTERRUPTION**

Pursuant to 207 CMR 10.09(1), Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours (signal outage restoration of less than (2) two hours preceded or followed by a system outage shall not constitute service restoration), if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. Pursuant to 207 CMR 10.09(2), 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 10.09(1).

**SECTION 8.4 – MASSACHUSETTS CABLE DIVISION REGULATIONS**

Massachusetts Regulations related rules at 207 CMR 10.00 are incorporated herewith and made a part of this renewal License. The Regulations are reproduced as **Exhibit 4**.

**ARTICLE 9  
INSURANCE AND BONDS**

**SECTION 9.1 - INSURANCE**

The Licensee shall carry insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts indemnifying the Licensee, the Town, its officers or employees from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, or maintenance of its Cable System, excluding those arising out of or in connection with any act or negligence of the Town, its officers, servants, employees or agents. The amount of such insurance against liability for damage to property shall be no less than one million dollars (\$ 1,000,000.00) as to any one accident. The amount of such insurance for liability for injury or death to persons shall be not less than two million dollars (\$2,000,000.00) on account of injury to or death of any one person and two million dollars (\$2,000,000.00) on account of injury to or death of any number of persons in any one accident.

**SECTION 9.2 - PERFORMANCE BOND**

The Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of fifty thousand dollars (\$50,000) (one hundred thousand dollars, \$100,000 throughout the rebuild) conditioned on the following terms:

- (1) 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), (in) & (n) and this License.
- (2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Superintendent of Streets of the Town;
- (3) The slighty preservation of trees and the vegetation in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;
- (4) The indemnification of the Town in accordance with M.G.L.c. 166A § 5(b);
- (5) The satisfactory removal of the cable system in accordance with M.G.L.c. 166A § 5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.
- (6) Satisfactory compliance with all terms of this Renewal License as may be determined under the provisions of **Article 11, Sections 11.1 and 11.2**

**ARTICLE 10  
ADMINISTRATION AND REGULATION**

**SECTION 10.1 - REGULATORY AUTHORITY**

The Issuing Authority and/or its designees shall be responsible for the day-to-day oversight of the Cable System. The Issuing Authority and/or the Advisory Committee may monitor and the Issuing Authority may enforce the Licensee's compliance with the terms and conditions of this Renewal License subject to applicable law. The Issuing Authority shall notify the Licensee in writing of any instance of alleged breach pursuant to **Sec. 11.1** infra.

**SECTION 10.2 - NON-DISCRIMINATION**

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, geographical location, national origin, sex, disability, age or marital status. The Licensee shall be subject to all other requirements of Law or regulations, relating to nondiscrimination through the term of this Renewal License.

**SECTION 10.3 - REMOVAL OR RELOCATION**

The Issuing Authority has the power 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 power 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.

**SECTION 10.4 - INSPECTION**

- (a) The Issuing Authority or its designee shall have the right to inspect the Cable System and monitor such tests, as it shall deem necessary to ensure compliance with the terms and conditions of the Renewal License and all other applicable Law. Any such inspections shall not interfere with the Licensee's operations, except, in emergency situations.
- (b) Licensee's personnel shall conduct testing monitored by a mutually agreed upon qualified expert. Unless otherwise mutually agreed upon, the Town shall give fourteen (14) days notice to the Licensee of its intention to monitor any testing. In the event that such a test shows evidence of non-compliance within the terms of the Renewal License, the full cost of such tests shall be born by the Licensee.

**SECTION 10.5 - JURISDICTION**

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

**SECTION 10.6 - PERFORMANCE EVALUATION HEARING**

(a) The Issuing Authority may hold a performance evaluation hearing beginning six (6) months after the execution date of this license, and every year within sixty (60) days of each anniversary of the effective date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearings shall be to, among other things, (i) review Licensee's performance under the terms and conditions of this License, with emphasis on PEG Access Channels, facilities and support; customer service & complaint response; Programming; (ii) hear comments, suggestions and complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee including, but not limited to, operation, maintenance and/or removal of the Cable Television System. During the review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the Town and are directly related to the license performance as it relates to this renewal. Any subscriber or other person may submit comments during such a review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such a review hearing(s), the Issuing Authority may issue a written report with respect to compliance with the terms and conditions of this renewal license including but not limited to the licensee's cable system performance and quality of service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall either dispute such report & state it's reason therefore, or shall propose a plan for implementing any changes or improvements necessary, pursuant to **Sec.11.1**

(d) Nothing in this section shall prevent the Issuing Authority from exercising any other remedy available in this Renewal License.

**ARTICLE 11**  
**DETERMINATION OF BREACH LIQUIDATED DAMAGES/LICENSE REVOCATION**

**SECTION 11.1 - DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused *by force majeure*, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes the Licensee to be in default and the details relating thereto. The Licensee shall have fourteen (14) days from the receipt of such notice to:

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

(b) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default such default cannot be cured within such twenty one (21) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured

In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required twenty one (21) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearing, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- iii) foreclose on all or any appropriate part of the security (performance bond) provided pursuant to **Sec. 9.2** Herein;
- iv) declare the Renewal License to be revoked subject to **Sec. 11.3** below and applicable law;
- v) invoke any other lawful remedy available to the Town.

**SECTION 11.2 – Liquidated Damages**

a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to **Sec. 11.1** above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

## Town of Sutton Cable Television Renewal License

- 1) For failure to maintain and operate the Cable system in accordance with **Section (3.1)** herein, two hundred dollars (\$200.00) per day, for each and every day that such construction, installation and/or activation has not occurred.
  - 2) For failure to fully activate, operate and maintain the Institutional Network in accordance with **Sec. 3.2** herein, two hundred dollars per day for every day that this non-compliance continues.
  - 3) or failure to comply with FCC's Customer Service Obligations in accordance with **Sections 12.1(a), 12.6 and 13.4** infra and **Exhibit 5** attached hereto, one hundred fifty dollars (\$150) per day that any such non-compliance continues.
  - 4) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets, and free Internet access in accordance with **Sections 3.2, 5.2 (a) and 5.2(b)** herein and/or **Exhibits 1, 2 & 3**, one hundred dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.
- b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutory or judicially imposed penalties or remedies.
- c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensations for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

### **SECTION 11.3 - REVOCATION OF THE RENEWAL LICENSE**

In the event that the License fails to comply with any material provision of this Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted herein, subject to the procedures of Law and of this Renewal License, **Sec. 11.1** above, and M.G.L.c 166A, § 11 as it exists on the date hereof. Licensee may contest such revocation in accordance with applicable law.

### **SECTION 11.4 - TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest occurrence 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 successful revocation of the Renewal License by action of the Issuing Authority, pursuant to **Section 11.1 and 11.2** 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.

### **SECTION 11.5 - 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.

**ARTICLE 12**  
**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**SECTION 12.1 -CUSTOMER SERVICE AND TELEPHONE ANSWERING SERVICE**

- a) The Licensee shall comply with all currently applicable FCC Customer Service Regulations listed in **Exhibit 5**. To ensure such compliance, the Licensee shall maintain sufficient customer service representatives ("CSRs") to comply with said regulations. In enforcing this provision, the Issuing Authority shall take into consideration any temporary special circumstances effecting the Licensee's ability to comply (such as up[grading or expansion of the call center or the deployment of advanced services requiring additional personnel training and customer education) provided always that the Licensee can show that such circumstances will result only in temporary effects upon compliance. Notification of said temporary circumstances with a time frame for its completion shall be given thirty (30) days prior to its commencement.
- b) At all times, the Licensee shall maintain a separate emergency phone line for immediate access by police & fire personnel for reporting emergency conditions.
- c) Licensee shall maintain a section on its website for complaints and comments by subscribers. Licensee's CSRs shall respond to said comments within 48 hours.

**SECTION 12.2 - INITIAL INSTALLATION AND SERVICE CALL PROCEDURES IN WIRED AREAS**

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

**SECTION 12.3 - 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, discounts, 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.

**SECTION 12.4 - BILLING PRACTICES INFORMATION AND PROCEDURES**

## Town of Sutton Cable Television Renewal License

- (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 residential Subscribers to its Cable Television Service in a uniform, non-discriminatory manner.
  - (ii) The Licensee shall provide all Subscribers with an itemized bill that contains, at a minimum, the following information:
    - a. A list of each service or package received for the particular billing period;
    - b. the rate or charge for each service or package received;
    - c. the period of time over which said services are billed; and
    - d. the total charges for the monthly period, separate from any previous balance due.
  - (iii) Licensee will detail to Subscribers that portion of the monthly cable bill allocated to pay the license fees, PEG access costs, the PEG Fund or other External Costs.

### **SECTION 12.5 - DISCONNECTION AND TERMINATION OF CABLE SERVICES**

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable laws and regulations. Subscribers will not be terminated on a day without a following business day on which to make a payment.

### **SECTION 12.6 -RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS/ REBATE PROCEDURES**

- (a) 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.
- (b) Licensee shall ensure that there are stand-by personnel on-call at all times after normal business hours.
- (c) Licensee shall respond to System Outages as soon as practicable, twenty-four (24) hours a day.
- (d) Nothing herein shall be construed to require Licensee to violate applicable provisions of federal and Massachusetts law concerning Subscriber privacy.
- (e) Licensee shall monitor all telephone calls in accordance with **Sec. 13.4**

### **SECTION 12.7 - COMPLAINT RESOLUTION PROCEDURES**

(a) In compliance with law, the Licensee shall establish a procedure for resolution of billing disputes and other complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers.

## Town of Sutton Cable Television Renewal License

Licensee shall log complaints in compliance with law, and shall request each caller to take note of the Customer Service Representative's name, date and time, and for a service call a work order number. If in the future a method for assigning universal tracking numbers becomes available to the company, such numbers shall be assigned for all calls and transactions.

(b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes that are specific and similar, brought by Subscribers arising from the operations of the Licensee, provided said Subscribers have made a good faith effort to comply with the procedures specified by **Sec. 12.7(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 seek remedies provided under **Sec. 11.1** and **11.2**, and may request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

### **SECTION 12.8 - 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. Licensee shall make their best effort to explain and educate the subscribers on any disconnect or downgrade fees to avoid any surprises.

### **SECTION 12.9 EMPLOYEE AND AGENT IDENTIFICATION CARDS**

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

### **SECTION 12.10 - F.C.C. CUSTOMER SERVICE**

The Licensee shall comply with the F.C.C. Customer Service Standards (47 CFR 76.309.) under normal operating conditions, which are attached hereto as **Exhibit 5** and incorporated herein, except as provided in Article 12. 1. In the event that said F.C.C. standards conflict with any customer service provision herein, the Renewal License provision shall control.

### **SECTION 12.11 –PROTECTION OF SUBSCRIBER 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 Television 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, but not from the premises, any unauthorized instrument, apparatus, equipment or device, which is designed, adapted, intended, or used to receive, use, intercept or fraudulently obtain any of Licensee's services, in violation of law or any of 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

## Town of Sutton Cable Television Renewal License

interfere with Licensee's right to secure its system and to offer services only to duly authorized customers.

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

### **SECTION 12.12 - VCR/CABLE COMPATIBILITY; A/B SWITCH**

In order to assist Subscribers who own "cable ready" VCR's to interconnect such VCR's with their "cable ready" television sets, and to assist Subscribers in the interconnection of non-cable ready VCR's and television sets, 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, to facilitate such interconnection. Use of such an A/B switch and splitter will allow any Subscriber with a cable-ready VCR 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.

### **SECTION 12.13 - INTERNET SERVICES**

The provisions of **Article 12** shall not apply to Internet services offered by the Licensee with the exception of **Sec.12.7** Complaint Resolution, **Sec.12.9** Employee Identification Cards, and **Sec.12.11** Protection of Subscriber Privacy. In providing Internet services, Licensee shall endeavor to conform to the customer service usages prevalent in the computer industry.

**ARTICLE 13  
REPORTS AND INFORMATION**

**SECTION 13.1 - GENERAL**

(b) Upon request of the Issuing Authority, the Licensee shall 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, which may be reasonably required to establish the Licensee's performance of its obligations pursuant to this Renewal License. However, for such purpose the Issuing Authority shall generally endeavor to utilize those reports regularly submitted by Licensee, according to law, to state and federal regulatory agencies.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

**SECTION 13.2 - FINANCIAL AND OTHER REPORTS**

To the extent required by applicable law, the Licensee shall furnish the Issuing Authority with financial and other reports necessary to ensure compliance with the License, provided that Licensee's proprietary information shall not be required to be submitted unless it can be protected from public disclosure.

**SECTION 13.3 - SUBSCRIBER COMPLAINT REPORTS**

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

**SECTION 13.4 - IN-HOUSE TELEPHONE REPORTS**

To establish Licensee's compliance with the requirements of this Renewal License, the Licensee shall provide the Issuing Authority with a quarterly report of telephone traffic generated from an in-house automated call accounting or call tracking system.

**ARTICLE 14  
EMPLOYMENT**

**SECTION 14.1 - EMPLOYMENT**

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.

**ARTICLE 15  
MISCELLANEOUS PROVISIONS**

**SECTION 15.1 - ENTIRE AGREEMENT**

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

**SECTION 15.2 - SEPARABILITY AND PREEMPTION**

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

**SECTION 15.3 - WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Execution Date of this Renewal License: (i) The Licensee is duly organized and validly existing; (ii) Licensee is registered to do business under the laws of the State; (iii) 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; and (iv) this Renewal License is enforceable against the Licensee in accordance with the provisions herein.

**SECTION 15.4 - 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 State 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 actions; and unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

**SECTION 15.5 - REMOVAL OF ANTENNAS**

## Town of Sutton Cable Television Renewal License

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.

### **SECTION 15.6 - 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 the Cable Act; and (ii) as of the date of execution hereof, the performance of all terms and conditions in this Renewal License is commercially practicable.

### **SECTION 15.7- APPLICABILITY OF RENEWAL LICENSE**

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

### **SECTION 15.8 - NOTICES AND REQUESTS**

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 Hall, 4 Uxbridge Rd., Sutton, MA 01590* or such other address as their 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 *Director of Operations, Charter Communications, 95 Higgins Street, Worcester, MA 01606*, with a copy sent to Joshua L. Jaimison, Vice President, Northeastern Operations, Charter Communications, Inc., 11 Commerce Road, Newtown, CT 06470, or such other address as 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 the receipt of such notice.

Whenever any notice of any public meeting related to the Cable System is required by Law, regulation or this Renewal License, upon notice by the Town, the Town shall publish or cause to be published notice of same, sufficient to identify its time, place and purpose, in a Town newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of such a hearing.

Subject to Section 15.8 above, all notices shall be in writing.

At the conclusion of this renewal License, the Licensee is obligated to provide the Issuing Authority an electronic copy of this current Renewal Cable Television License for the purpose of future renewal negotiations.

Town of Sutton Cable Television Renewal License

**SIGNATURE PAGE**

In WINESS WHEREOF, this Renewal License is hereby issued by the Board of Selectmen for the Town of Sutton, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Charter Communications Entertainment I, L.L.C., as of the date first written above.

\_\_\_\_\_  
Chairman of the Board of Selectmen  
Town of Sutton

\_\_\_\_\_  
M. Celeste Vossmeier, Esq.  
Vice President  
Government Relations

\_\_\_\_\_  
Member, Board of Selectmen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member, Board of Selectmen

\_\_\_\_\_  
Member, Board of Selectmen

\_\_\_\_\_  
Member, Board of Selectmen

Town of Sutton Cable Television Renewal License

**EXHIBIT 1**  
**INSTITUTIONAL NETWORK CONNECTION (DROPS)**

LOCATION	# OF DROPS FOR DATA/VOICE	POINTS FOR LOCAL ORIGINATION
1) <b>Municipal Bldg.,4 Uxbridge Rd.</b> (Connection for Town Hall, Police, Fire and Library)	1 Town Admin. Office	1 Common Office
2) <b>Schools at 386 Boston Rd. *:</b>		
Early Learning Center		1 Auditorium
Sutton Middle School		1 Auditorium 1 Gymnasium
Sutton High School	1 Superintendent's Office	1 Auditorium 1 Gymnasium 1 TV Studio 1 Athletic Field
3) Any Future Municipal Buildings, Sewer, Police, Fire, Highway, Schools, Libraries or major additions to these buildings as agreed upon in the future.		

\* Provision of these lines and drops is contingent upon the availability of drop ceilings and/or conduits/raceways without the need to drill cinder block.

Town of Sutton Cable Television Renewal License

**EXHIBIT 2**  
**FREE CONNECTIONS AND SERVICES TO**  
**MUNICIPAL & PUBLIC BUILDINGS.**

LOCATIONS		DROPS
1) Police Station,	4 Uxbridge Rd.	1
2) Municipal Bldg.,	4 Uxbridge Rd.	1
3) Fire Stations	4 Uxbridge Rd.	1
	10 Main St., Manchaug	1
	14 Providence Rd., Wilkinsonville	1
	Manchaug Rd., Manchaug (future)	1
4) Libraries	4 Uxbridge Rd.	1
	2 Main St. Manchaug	1
5) Schools	Early Learning Center, 386 Boston Rd.	1
	6 Sutton Elementary School, 386 Boston Rd.	1
	Sutton Middle School, 386 Boston Rd.	1
	Sutton High School, 386 Boston Rd.	1
6) Sutton Senior Center	19 Hough Rd.	1
	Addition	1
7) Highway Department *	25 Pleasant Valley Rd.	1
8) Any Future Municipal Buildings, Sewer, Police, Fire, Highway, Schools, Libraries or major additions to these buildings as agreed upon in the future.		

\* Provision of this free connection is contingent upon the Highway Department being no further than 300 feet from existing cable plant

**EXHIBIT 3**  
**RECOMMENDED RANGE OF NECESSARY CURRICULUM**  
**FOR TELEVISION PRODUCTION WORKSHOPS**

**GENERAL TOPICS:**

ORIENTATION

ELEMENTS OF FIELD PRODUCTION

ELEMENTS OF STUDIO PRODUCTION

DIRECTING

PRODUCING

POST-PRODUCTION (EDITING)

TECHNICAL TROUBLE SHOOTING

**EXHIBIT 4**  
**STATE CABLE REGULATIONS 207 CMR 10.00**

**10.00: BILLING AND TERMINATION OF SERVICE**

**Section 10.01: Billing Practices Notice**

**Section 10.02: Services, Rates and Charges Notice**

**Section 10.03: Form of Bill**

Section 10.04: Advance Billing and Issuance of Bills

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

Section 10.06: Charges for Disconnection or Downgrading of Service

Section 10.07: Billing Disputes

Section 10.08: Security Deposits

**10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

**10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual

## Town of Sutton Cable Television Renewal License

filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

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

### **10.03: Form of Bill**

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any prior balance due;
  - (f) the date on which payment is due from the subscriber.
- (1) Cable operators may identify as a separate line item of each regular subscriber bill the following:
  - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
  - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
  - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (1) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

### **10.04: Advance Billing and Issuance of Bill**

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

## Town of Sutton Cable Television Renewal License

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (1) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (2) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (3) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

### **10.06: Charges for Disconnection or Downgrading of Service**

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
  - (a) A subscriber requests total disconnection from cable service; or
  - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
- (1) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

### **10.07: Billing Disputes**

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

## Town of Sutton Cable Television Renewal License

- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

### **10.08: Security Deposits**

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

**EXHIBIT 5**  
**TITLE 47—TELECOMMUNICATION CHAPTER I—**  
**FEDERAL COMMUNICATIONS COMMISSION**

**PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE**

Subpart H--General Operating Requirements

**Sec. 76.309** Customer service obligations.

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

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

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

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

- (1) Cable system office hours and telephone availability--
  - (i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.
    - (A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
    - (B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.
  - (ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.
  - (iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
  - (iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
  - (v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.
- (2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:
  - (i) Standard installations will be performed within seven (7) business days after an order has been placed. ``Standard" installations are those that are located up to 125 feet from the existing distribution system.

Town of Sutton Cable Television Renewal License

- (ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.
  - (iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)
  - (iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
  - (v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time, which is convenient for the customer.
- (3) Communications between cable operators and cable subscribers--
- (i) Refunds--Refund checks will be issued promptly, but no later than either--
    - (A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
    - (B) The return of the equipment supplied by the cable operator if service is terminated.
  - (ii) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.
- (4) Definitions--
- (i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.
  - (ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
  - (iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996; 65 FR 53615, Sept. 5, 2000]

Effective Date Note: At 65 FR 53615, Sept. 5, 2000, Sec. 76.309 was amended by removing paragraphs (c)(3)(i) and (c)(3)(ii) and by redesignating paragraphs (c)(3)(iii) and (iv) as paragraphs (c)(3)(i) and (c)(3)(ii), effective Oct. 5, 2000. For the convenience of the user, the superseded text is set forth as follows:

Sec. 76.309 Customer service obligations.

\* \* \* \* \*

(c) \* \* \*

- (i) Notifications to subscribers--
  - (A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

Town of Sutton Cable Television Renewal License

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

\* \* \* \* \*