

*Town of Williamstown, Massachusetts  
Renewal License*

CABLE TELEVISION

RENEWAL LICENSE



GRANTED TO

TIME WARNER NY CABLE LLC

d/b/a TIME WARNER CABLE

BY THE

BOARD OF SELECTMEN

TOWN OF WILLIAMSTOWN, MASSACHUSETTS

EXHIBITS

Franchise Fee  
Worksheet

Exhibit 1

Origination Sites

Exhibit 2

FCC Customer Service Obligations

Exhibit 3

## AGREEMENT

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

## WITNESSETH

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

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

### ARTICLE 1 DEFINITIONS

#### Section 1.1—DEFINITIONS

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

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

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

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

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

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

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

Massachusetts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(32) State: The Commonwealth of Massachusetts.

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

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

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

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

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

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

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

ARTICLE 2  
GRANT OF RENEWAL LICENSE

Section 2.1—GRANT OF RENEWAL LICENSE

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

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

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

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Section 2.2—TERM OF RENEWAL LICENSE

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

Section 2.3—NON-EXCLUSIVITY OF THE RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a License or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the Town of Williamstown; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any lawful purpose. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

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

#### Section 2.4—CHANGE IN LAW

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

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

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

#### Section 2.6—REMOVAL OR ABANDONMENT

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

#### Section 2.7—AMENDMENT BY MUTUAL AGREEMENT

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

### ARTICLE 3 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

#### Section 3.1—RESTRICTIONS AGAINST TRANSFERS

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

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

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

### Section 3.2—APPROVAL PROCEDURE

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

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

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

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

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

### Section 3.3—CONDITIONS RELATED TO TRANSFER

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

### Section 3.4—NO WAIVER OF RIGHTS

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

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

#### Section 3.5—RENEWAL LICENSE SIGNATORY

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

### ARTICLE 4 SYSTEM DESIGN

#### Section 4.1—SUBSCRIBER NETWORK

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

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

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

#### Section 4.2—EMERGENCY ALERT SYSTEM

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

#### Section 4.3—PARENTAL CONTROL CAPACITY

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

#### Section 4.4—SIGNAL QUALITY

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

#### Section 4.5—STAND-BY POWER

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

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

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

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

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

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

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

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

#### Section 5.3—LINE EXTENSION

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

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

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

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

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

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

#### Section 5.4—UNDERGROUND FACILITIES

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

#### Section 5.5—TREE TRIMMING

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

#### Section 5.6—RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

#### Section 5.7—TEMPORARY RELOCATION

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

#### Section 5.8—DISCONNECTION AND RELOCATION

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

#### Section 5.9—SAFETY STANDARDS

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

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

#### Section 5.10—PEDESTALS

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

#### Section 5.11—PRIVATE PROPERTY

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

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

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

#### Section 5.13—CONSTRUCTION MAPS

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

#### Section 5.14—SERVICE INTERRUPTION

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

#### Section 5.15—COMMERCIAL ESTABLISHMENTS

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

### ARTICLE 6 SERVICES AND PROGRAMMING

#### Section 6.1—BASIC SERVICE

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

#### Section 6.2—PROGRAMMING

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

#### Section 6.3—LEASED CHANNELS FOR COMMERCIAL USE

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

Section 6.4—SUBSCRIBER EQUIPMENT/CABLE COMPATIBILITY

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

Section 6.5—CONTINUITY OF SERVICE

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

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

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

ARTICLE 7  
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS  
CHANNELS AND CAPITAL FUNDING

Section 7.1—PEG ACCESS CHANNELS

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

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

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

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

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

#### Section 7.2—PEG ACCESS CAPITAL FUNDING

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

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

#### Section 7.3—PEG ACCESS OPERATING FUNDING

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

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

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

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

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

#### Section 7.5—NO EDITORIAL CONTROL

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

Section 7.6—ORIGINATION POINTS

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

Section 7.7—UNDERWRITING

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

ARTICLE 8 LICENSE FEES

Section 8.1—LICENSE FEE PAYMENTS

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

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

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

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

Section 8.2—OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law, except for "franchise fees", as defined by federal law. The payment of

said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments in accordance with applicable federal law.

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

#### Section 8.3—RECOMPUTATION

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

#### Section 8.4—AFFILIATES USE OF SYSTEM

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

#### Section 8.5—METHOD OF PAYMENT

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

### ARTICLE 9 RATES AND CHARGES

#### Section 9.1—RATE REGULATION

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

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

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

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

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

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

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

#### Section 9.4—CREDIT FOR SERVICE INTERRUPTION

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

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

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

### ARTICLE 10 INSURANCE AND BONDS

#### Section 10.1—INSURANCE

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

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

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

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

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

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

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

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

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

#### Section 10.2---PERFORMANCE BOND

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

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

(c) The performance bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from the surety, the Licensee shall take immediate steps to reinstate

the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

#### Section 10.3—REPORTING

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

#### Section 10.4—INDEMNIFICATION

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

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

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

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

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

ARTICLE 11  
ADMINISTRATION AND REGULATION

Section 11.1--REGULATORY AUTHORITY

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

Section 11.2—NONDISCRIMINATION

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

Section 11.3—REMOVAL AND RELOCATION

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

Section 11.4—INSPECTION

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

Section 11.5—JURISDICTION

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

ARTICLE 12  
DETERMINATION OF BREACH AND  
- LICENSE REVOCATION

Section 12.1—DETERMINATION OF BREACH

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

defaulted in the performance of any or several material provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

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

(c) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

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

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

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

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

#### Section 12.2—REVOCATION OF THE RENEWAL LICENSE

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

#### Section 12.3—TERMINATION

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

Section 12.4--NON-EXCLUSIVITY OF REMEDY

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

Section 12.5---NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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

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

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

ARTICLE 13 SUBSCRIBER RIGHTS AND CONSUMER  
PROTECTION

Section 13.1— TELEPHONE ACCESS

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

Section 13.2---NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE

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

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

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

#### Section 13.3—CONSUMER SALES STANDARDS

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

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

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

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

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

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

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

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

#### Section 13.7—COMPLAINT RESOLUTION PROCEDURES

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

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

#### Section 13.8—CHANGE OF SERVICE

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

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

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

#### Section 13.10—EMPLOYEE AND AGENT IDENTIFICATION CARDS

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

#### Section 13.11—PROTECTION OF SUBSCRIBER PRIVACY

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

#### Section 13.12—PRIVACY WRITTEN NOTICE

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

#### ARTICLE 14 REPORTS, AUDITS AND PERFORMANCE TESTS

#### Section 14.1—GENERAL

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

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

#### Section 14.2—CABLE SYSTEM INFORMATION

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

#### Section 14.3—IN-HOUSE TELEPHONE REPORTS

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

#### Section 14.4—SUBSCRIBER COMPLAINT LOG

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

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

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

(ii) Investigation of the Complaint; and

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

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

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

Complaints, as allowed by applicable law.

#### Section 14.5—INDIVIDUAL COMPLAINT REPORTS

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

#### Section 14.6—OUTAGE LOG

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

#### Section 14.7—ANNUAL PERFORMANCE TESTS

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

#### Section 14.8--QUALITY OF SERVICE

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

(b) Said report shall include the following information:

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

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

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

#### Section 14.9—INVESTIGATION

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

### ARTICLE 15 MISCELLANEOUS PROVISIONS

#### Section 15.1—ENTIRE AGREEMENT

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

#### Section 15.2—CAPTIONS

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

#### Section 15.3—SEPARABILITY

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

#### Section 15.4—RENEWAL LICENSE EXHIBITS

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

#### Section 15.5—WARRANTIES

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

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

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

pursuant to this Renewal License; and

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

#### Section 15.6—FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall include, but not be limited to, the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment and/or materials beyond the control of the Licensee.

#### Section 15.7—APPLICABILITY OF RENEWAL LICENSE

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

#### Section 15.8—NOTICES

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

(b) All required notices shall be in writing.

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

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

#### Section 15.10—TERM

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

#### Section 15.11 – NO THIRD PARTY BENEFICIARIES

Town of Williamstown, Massachusetts  
Renewal License

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

Fee



**CABLE** Albany Division

2011 Franchise Fee Worksheet

1173-519 Town of Williamstown  
24 Sable Street  
Williamstown, MA 01267

DATE	DESCRIPTION	AMOUNT	YEAR	BUSINESS
January	Franchise Fee			
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
Total Franchise Fee				

Payments and Adjustments  
Date Description Ref Num Amount

Total Revenue  
Total Franchise Fee  
Less Payments  
Total Due

EXHIBIT  
Franchise  
Worksheet

EXHIBIT 2  
ORINATION SITES – CURRENTLY INSTALLED

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

ORINATION SITES – TO BE INSTALLED

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

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

Sec. 76.309 Customer Service Obligations

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

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

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

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

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

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

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

(1) Cable system office hours and telephone availability-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Communications between cable operators and cable subscribers-

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

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

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

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

(4) Definitions—

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

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

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

SIGNATURE PAGE

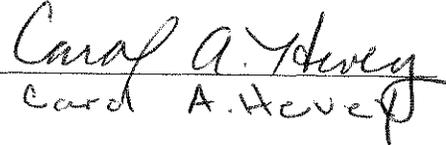
In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Williamstown, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Time Warner NY Cable, LLC, d/b/a Time Warner Cable partnership.

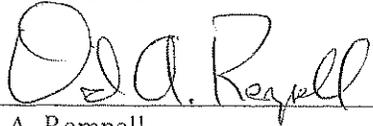
TOWN OF WILLIAMSTOWN, MASSACHUSETTS      TIME WARNER NY CABLE, LLC

By its Board of Selectmen:

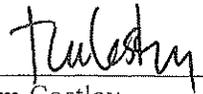
By:

  
Thomas E. Sheldon

  
Carol A. Hevey

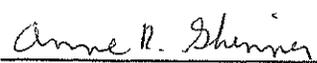
  
David A. Rempell

  
Jane B. Allen

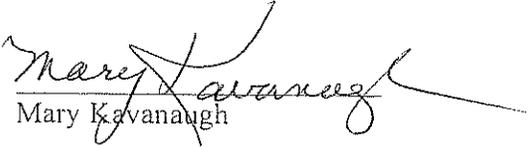
  
Tom Costley

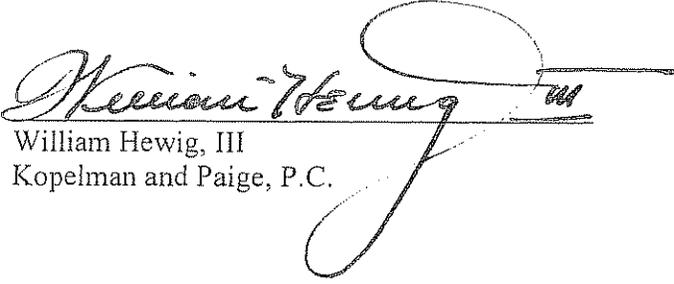
Town Cable Advisory Board

  
Ronald Turbin

  
Anne Skinner

Approved as to form:

  
Mary Kavanaugh

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

Jeffrey Kurpaska

**EXHIBIT B**

**TIME WARNER NY CABLE LLC**  
**OFFICERS**  
as of 12/21/11

**CORPORATE OFFICERS**

Glenn A. Britt	Chief Executive Officer
Robert D. Marcus	President & Chief Operating Officer
Irene M. Esteves	Executive Vice President & Chief Financial Officer
Marc Lawrence-Apfelbaum	Executive Vice President & Secretary
Gerald D. Campbell	Executive Vice President, Commercial Services
Ellen East	Executive Vice President & Chief Communications Officer
Joan Gillman	Executive Vice President & President, Time Warner Cable Media
William R. Goetz, Jr.	Executive Vice President, West Region
Carol Hevey	Executive Vice President, East Region
Gail MacKinnon	Executive Vice President & Chief Government Affairs Officer
Melinda Witmer	Executive Vice President & Chief Video and Content Officer
Satish Adige	Senior Vice President, Investments
David A. Christman	Senior Vice President & Assistant Secretary
James Jeffcoat	Senior Vice President, Corporate Services
Gary Matz	Senior Vice President, State Government Affairs
William F. Osbourn	Senior Vice President & Controller
Mark Schichtel	Senior Vice President, Tax
Matthew Siegel	Senior Vice President & Treasurer
Jeffrey Zimmerman	Senior Vice President
John Fogarty	Vice President
Riina Tohvert	Assistant Secretary
Susan A. Waxenberg	Assistant Secretary
Ellen Alderdice	Assistant Treasurer
Meredith Garwood	Assistant Treasurer

## **REGIONAL OFFICERS**

### **EAST REGION**

Carol Hevey	Executive Vice President, East Region
John F. Herbert, Jr.	Regional Chief Financial Officer, East Region
Henry Hryckiewicz	President, Network Operations & Engineering, East Region
Greg Wood	Regional Vice President, Field Engineering, East Region
Richard Morrell	Regional Vice President, Finance, East Region
Jim DiSalle	Regional Vice President, Asset Management, East Region
Seth Feit	Regional Vice President, Human Resources, East Region
Susan Leepson	Regional Vice President, Communications, East Region
Cesar Beltran	Vice President, Information Technology, East Region

### **Business Services**

Ken Fitzpatrick	President, Business Services, East Region
Mark Holmes	Vice President, Finance, East Region
Paul Deering	Regional Vice President, Sales, East Region
Charlon McIntosh	Regional Vice President, Customer Care, East Region
Bill Lissemore	Regional Vice President, Operations, East Region
Bill Tyson	Regional Vice President, Business Development, East Region
Maureen Link	Regional Vice President, Marketing, East Region

### **Residential**

Mike Munley	President, Residential Services, East Region
Paul Baccellieri	Vice President, Finance, East Region
Todd Townsend	Chief Marketing Officer, East Region
David Gray	Regional Vice President, Marketing, East Region
Chris Van Name	Regional Vice President, Sales, East Region
Steve Scheper	Regional Vice President, Customer Care, East Region

### **Carolinas**

Darrel Hegar	Regional Vice President, Operations, Carolinas
Jack Stanley	Regional Vice President, Government Relations, Carolinas
Patrick Joy	Senior Director, Finance, Carolinas
Dianne Blackwood	Area Vice President, Operations, Greensboro
Charlene Keys	Area Vice President, Operations, South Carolina
Mike Smith	Area Vice President, Operations, Charlotte
Christine Whitaker	Area Vice President, Operations, Eastern Carolina

### **New York City**

John Quigley	Regional Vice President, Operations, New York City
Rory Whelan	Regional Vice President, Government Relations, New York City
Thomas Longstreet	Senior Director, Finance, New York City

### **Northeast**

Terence Rafferty	Regional Vice President, Operations, Northeast
------------------	--

Rory Whelan  
Steve Makowski  
Scott Knaub  
Henry Pearl  
Paul Schonewolf

Regional Vice President, Government Relations, Northeast  
Senior Director, Finance, Northeast  
Area Vice President, Operations, Western New York  
Area Vice President, Operations, Central New York  
Area Vice President, Operations, New England

**ATC Microwave Division**

Carol Hevey  
James DiSalle  
Michael E. Munley

President, ATC Microwave Division  
Vice President, Finance, ATC Microwave Division  
Vice President, ATC Microwave Division

**WEST REGION**

William R. Goetz, Jr.  
Amos Smith

Executive Vice President, West Region  
Regional Chief Financial Officer, West Region

John Keib  
Craig Collins  
Matthew Stanek

President, Residential Services, West Region  
President, Commercial Services, West Region  
President, Network Operations & Engineering, West Region

Kelly Atkinson  
Pat Berry  
Eric Burton  
Randy Cicatello

Chief Marketing Officer, West Region  
Regional Vice President, Human Resources, West Region  
Regional Vice President, Customer Care & IT, West Region  
Regional Vice President, Field Engineering Operations, West Region

Bill Erickson  
Jim Gordon  
Steve Hattrup  
Lauren Suzuki  
Ramin Rastin

Regional Vice President, Sales, West Region  
Regional Vice President, Communications, West Region  
Regional Vice President, Finance, West Region  
Regional Vice President, Asset Management, West Region  
Vice President, Information Technology, West Region

**Southern California**

Clarence Caldwell  
Deane Leavenworth  
David Montierth

Regional Vice President, Engineering, Legacy West Region  
Regional Vice President, Government Affairs, West Region  
Regional Vice President, Commercial Services, So. California, Mountain West, Hawaii

Debi Picciolo  
Harlan Cook

Regional Vice President, Operations, Southern California  
Vice President, Operations, Commercial Services, Los Angeles

**Texas**

Gordon Harp  
Ronald N. McMillan  
Michael Petty  
Marie T. Grumbles  
Jon Gary Herrera  
Joseph Morris  
Juan L. Munoz

Regional Vice President, Residential Services, Texas  
Regional Vice President, Government Relations, Texas  
Regional Vice President, Commercial Services, Texas  
Vice President, Customer Care & IT, Texas  
Vice President, Communications, Texas  
Vice President of Community Solutions, Texas  
Vice President, Human Resources, Texas

**Central Texas**

Kathy Brabson  
Ernest (Ed) Tagg

Regional Vice President, Operations, Central Texas  
Vice President, Technical Operations, Central Texas

**North Texas**

Christopher C. Loy  
Michael McDonald

Vice President, Finance, North Texas  
Vice President, Technical Operations, North Texas

**South Texas**

Brad Wakely  
Peter Ritz

Vice President/General Manager, South Texas  
Vice President, Finance, South Texas

**Midwest**

Rhonda B. Fraas

President, Residential Services, Midwest

Marsha Conaway  
Gregg DiPaolo  
Donald Erickson  
Mary Jo Green  
Douglas Whiting

Regional Vice President, Human Resources, Midwest  
Regional Vice President, Marketing, Midwest  
Regional Vice President, Finance, Midwest  
Regional Vice President, Communications, Midwest  
Regional Vice President, Customer Care, Midwest

Tom Antunes

Vice President, Teleservices, Midwest

**Mid-Ohio**

Mark Dunford  
Vineet Wadhwa

Regional Vice President, Operations, Mid-Ohio  
Vice President, Finance, Mid-Ohio

**Northeast Ohio**

John Higgins

Area Vice President, Operations, Northeast Ohio

**Southwest Ohio**

Shannon Mullen  
Robert P. Bertram

Regional Vice President, Operations, Southwest Ohio  
Vice President, Finance & Administration, Southwest Ohio

**EXHIBIT C**

# ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2010 10:23:08 PM

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER	MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK NY 10036	Contact Name:	Bhavna Chauhan	
		Phone No:	212-345-6526	Fax No:
		Producer Email:		
		Producer Customer No:		
		INSURERS AFFORDING COVERAGE		NAIC #
INSURED	TIME WARNER NY CABLE LLC DBA TIME WARNER CABLE ALBANY DIVISION 1021 HIGHBRIDGE ROAD SCHENECTADY NY 12303	INSURER A:	New Hampshire Ins. Co.	23841
		INSURER B:	Insurance Co. of the State PA	19429
		INSURER C:	ACE American Insurance Company	22667
		INSURER D:	Commerce & Industry Insurance Company	19410
		INSURER E:	Navigators Insurance Company	42307
		INSURER F:	National Union Fire Ins Co of Pittsburgh	

COVERAGES CERTIFICATE NUMBER: 76275 59

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> GENERAL LIABILITY			GL 4406141	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 20,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CA 3976827 (AOS) CA 3976829 (MA) CA 3976828 (VA)	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			G25828707	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DEDUCTION						\$
	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC 061967021 (TX), WC 061967019 (FL), WC 061967023 (CA), WC 061967018 (AOS), WC 061967022 (NY, WI), WC 061967024 (MN), WC 061967020 (MA - Ins. Co. B)	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 2,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Mandatory in NH? If yes describe under SPECIAL PROVISIONS below	<input checked="" type="checkbox"/> N					E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
F	OTHER Excess WC OH (\$1M Retention)			488-05-49	1/1/2011	1/1/2012	Workers Comp - Statutory 1,000,000
F	Excess WC OH (\$1M Retention)			488-05-49	1/1/2011	1/1/2012	Employers Liability 1,000,000
E	Excess Auto Only			NY11EXC702201V	1/1/2011	1/1/2012	Each Occurrence 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
THE TOWN OF WILLIAMSTOWN, MASSACHUSETTS, ITS OFFICERS, BOARDS, COMMITTEES, COMMISSIONS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED AIMA.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
TOWN OF WILLIAMSTOWN ATTN: CHAIRMAN 31 NORTH STREET WILLIAMSTOWN MA 01267	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>M Vel</i>

**EXHIBIT D**

## Billing Practices

This notice contains important information regarding your cable company's billing practices and consumer complaint procedures. We hope with your cooperation and by using the following procedures, any of your billing or other complaints can be resolved.

### GENERAL PROCEDURES:

- A. Please notify us by telephone or in writing concerning any service or billing complaint within thirty (30) days from receipt of your bill at the address and telephone number shown on the enclosed coupons or invoices.
- B. We will promptly investigate your complaint and respond to you in writing within twenty (20) working days of receipt of your letter or telephone call. If your dispute is still not resolved, you may contact Time Warner Cable, 1021 High Bridge Road, Schenectady, NY 12303, 1-866-321-2225.
- C. The customer is responsible for paying the undisputed portion of any current or future bill. Service shall not be discontinued due solely to nonpayment of the disputed portion of the bill while the dispute is under investigation.
- D. The customer is entitled to a credit for a complete service outage affecting any level of basic cable service or one or more premium services in excess of four (4) continuous hours. The customer must immediately notify Time Warner Cable orally or in writing of the outage. The customer must claim credit for the outage within ninety (90) days of its occurrence.
- E. If the billing or service complaint is not resolved within thirty (30) days of the date it is registered with Time Warner Cable Massachusetts customers may refer the matter to the Department of Telecommunications and Cable, 1000 Washington Street, Suite 820, Boston, MA 02118-6500, 1-800-392-6066.
- F. Service may not be disconnected for nonpayment on a federal holiday or any day Time Warner Cable's office is not open to accept payment. Time Warner Cable customers will be given at least eight (8) days written notice prior to disconnection.
- G. We request that you notify us at least two weeks before you would like any of your services discontinued, so that we may properly schedule the disconnection of your service. We will continue to charge your account until the disconnection of your service is complete. To avoid additional charges for your service, you have the option to return the equipment to our office on the date you want to disconnect. If the equipment is returned in good working condition, and your account is up-to date, you will receive a refund for applicable security deposits and any advance payments for service. The refund process typically takes from six to eight weeks.

### Billing Disputes

- A. Customers shall have 30 days from the due date of the bill for the customer to register a complaint. Time Warner Cable shall notify the customer of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- B. The customer shall forfeit any rights under Section 207 of the Code of Massachusetts Regulations §10.07, if he or she fails to pay the undisputed balance within 30 days.
- C. Any customer in disagreement with the results of Time Warner Cable'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 Massachusetts Office of Consumer Affairs and Business Regulation, Dept. of Telecommunications and Cable (the "Cable Division") may accept a petition filed under 207 CMR 10.07(4).
- D. The customer or Time Warner Cable may petition the Cable Division 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.
- E. Upon receipt of a petition, the Cable Division may proceed to resolve the dispute if all parties agree to submit the dispute to the Cable Division and be bound by the Cable Division's decision and the Cable Division obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Cable Division may receive either written or oral statements from the parties, and may conduct its own investigation. The Cable Division shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefore.

### LATE CHARGES AND COLLECTION CHARGES:

- A. The due date for payment of monthly service charges appears on the Customer's bill and is not delinquent until 30 days following the billing due date. Late fees will be assessed 8 days following the date of delinquency.
- B. Delinquent accounts may be subject to a maximum charge of 5% of the balance due as a one-time late payment fee.
- C. Time Warner Cable may charge the customer a \$15.00 collection fee for payments collected at the customer's residence.
- D. Customers will be charged a processing fee for any checks returned.

### PARENTAL CONTROL DEVICES

Parental control devices are available for any channel, and are included with our addressable converter. Please contact our office to order.

## Technical Complaint Resolution Notice

In compliance with the requirements of Section 76.607 of the FCC Rules, we are required to inform you that Time Warner Cable has in effect the following procedures to insure any complaints that may arise concerning the technical quality of the cable television signals that we deliver are promptly and efficiently resolved:

All complaints received concerning the technical quality of cable television signals will be logged in on the same day of receipt, and the date, time and nature of the complaint will be noted, as well as the name, address, and telephone number of the complaining subscriber. These records are available for inspection by the FCC and municipal officials.

A technician will analyze the complaint and make an assessment as to its probable cause. Complaints concerning the technical quality of cable television signals will be investigated by a service technician the same or next business day, consistent with our ability to access your premises if such access is deemed necessary to resolve the complaint. If the problem can be resolved without a service call to your premises, you will be advised of this immediately and the resolution of the complaint will be noted in records maintained by the Technical Manager.

All efforts will be made by our technicians and other employees to resolve any complaints concerning the technical quality of service promptly and efficiently. If our technician fails to correct the problem, you may contact our office and we will review the complaint and the corrective action taken. All complaints concerning the technical quality of the cable television signals we provide should be put in writing to: **General Manager, Time Warner Cable, 1021 High Bridge Road, Schenectady, NY 12303**. If we are not able to take any further action to correct the problem, we will inform you of our determination and the reasons we cannot correct the problem. If you believe our investigation and handling of a complaint is deficient in some manner, you may contact the Mayor, Supervisor, Manager or other municipal official of your community as listed below:

Town of Cheshire	80 Church Street	Cheshire	MA	01225
City of North Adams	10 Main Street	North Adams	MA	01247
Town of Williamstown	31 North Street	Williamstown	MA	01267
Town of Clarksburg	111 River Street	Clarksburg	MA	01247
Town of Adams	8 Park Street	Adams	MA	01220

**TIME WARNER CABLE SUBSCRIBER  
PRIVACY NOTICE**

What This Privacy Notice Covers

This Notice describes our practices with respect to your "personally identifiable information" and certain other information. Personally identifiable information is information that identifies you and that you have furnished to us or that we have collected in connection with your receipt of our services. Personally identifiable information does not include aggregate or anonymous data or any individual bits of data that do not identify you. This Notice applies to all of our residential and commercial subscription services, including video, voice, telecommunications, data and security (collectively and individually, "Time Warner Cable Services"), whether provided individually or as part of a bundle of services.

This Notice also discusses your Customer Proprietary Network Information ("CPNI"). This is information about you that we obtain solely in connection with your receipt of our Digital Phone, Business Class Phone or commercial telecommunications services ("Phone Services"). CPNI consists of the information contained in your Phone Services bill and any other information about the quantity, technical configuration, type, destination, location and amount of your use of Phone Services. If you are a Phone Services customer, we have a duty under federal law to protect the confidentiality of your CPNI and you have the right to have the confidentiality of your CPNI so protected.

This Notice does not cover information that we may collect from our Internet portals and websites, each of which contains its own privacy notice, or any applications, web services or tools that you download or access from these portals and websites. You should also be aware that some of the content, applications and advertisements provided on these portals and websites may be provided by third parties even where the items appear to be hosted by Road Runner, Time Warner Cable's Broadband Internet Service. When you access these third parties' online content or services, your personally identifiable information may be transmitted to them. The policies described in this Notice do not apply to these third parties, which may have their own privacy policies.

This Notice does not cover third party on-line services that you may purchase with our data services (e.g., the services of EarthLink and other on-line providers ("OLPs")). These OLPs may have their own privacy policies.

Our website always contains the most current version of this Notice. See <http://help.twcable.com/html/policies.html>. We also provide you with a copy of our Notice upon initiation of service and annually thereafter. You may also obtain a copy of the current Notice by contacting your local TWC office or requesting one through [TWC.Privacy@twcable.com](mailto:TWC.Privacy@twcable.com).

We may modify this Notice at any time. If we do, we will update it on this web site. If you continue to accept our services after a change, then you are deemed to have accepted the change.

and 411 services. If you subscribe to our Private Listing service, we will take reasonable precautions to ensure that your information is not provided, but we cannot guaranty that errors will not occur. If you would like more information on the Private Listing service, please contact your local Time Warner Cable office.

3. Disclosure of Information to Governmental Entities and Other Legal Process

Federal law also requires us to disclose personally identifiable information to a governmental entity or other third parties pursuant to certain legal process. Generally, this process requires a court order and, if the order is sought by a governmental entity, you are afforded the opportunity to contest in court any claims made in support of the court order sought, and the governmental entity must offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. However, there are exceptions to this general rule in areas including the Electronic Communications Privacy Act, which allows personally identifiable information to be obtained in some circumstances by governmental entities through a subpoena, warrant or court order, welfare laws, which allow state welfare agencies to obtain by administrative subpoena the names and addresses of individuals who owe or are owed welfare support; child pornography statutes, which impose an affirmative duty on us to disclose certain information upon knowledge; and counterintelligence laws, which require us to provide information based on National Security Letters. At times, laws like these or specific court orders may require that we not disclose to you the existence of demands for your personally identifiable information. We will honor these laws and orders. We will comply with legal process when we believe in our discretion that we are required to do so. We will also disclose any information in our possession to protect our rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

4. Time Period That We Retain Personally Identifiable Information

We maintain personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time may last as long as you are a subscriber and, if necessary, for additional time so that we can comply with tax, accounting and other legal requirements. When information is no longer needed for these purposes, it is our policy to destroy or anonymize it.

5. Access to Records

Under the Communications Act, you have the right to inspect our records that contain personally identifiable information about you and to correct any errors in such information. If you wish to inspect these records, please notify us in writing and an appointment at our local business office will be arranged during our regular business hours.

6. Your Rights Under the Communications Act

We are providing this Notice to you in accordance with the Communications Act. The Communications Act provides you with a cause of action for damages, attorneys' fees and costs in federal District Court should you believe that any of the Communications Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by us. Your Subscription Agreement contains your agreement that, to the extent permitted by law, any such claims will be decided in arbitration and attorneys' fees and punitive damages will not be available.

If you have any questions about this Privacy Notice, please contact us at [TWC.Privacy@TWCable.com](mailto:TWC.Privacy@TWCable.com).

March 2011

PRV/J-55570

In the course of providing Time Warner Cable Services to you, we may disclose your personally identifiable information to our employees, related legal entities, agents, vendors acting under our direction, including repair and installation subcontractors, sales representatives, accountants, billing and collection services, and consumer and market research firms, credit reporting agencies and authorized representatives of governmental bodies. We may also disclose such information to advertisers and vendors for purposes of carrying out transactions you request. Upon reasonable request, personally identifiable information may be disclosed to persons or entities with an equity interest in our related legal entities when they have a legal right to inspect our books and records. Also, if we enter into a merger, acquisition or sale of all or a portion of our assets, your personally identifiable information may be transferred as part of the transaction.

In addition, if you receive our data service, information, including IP addresses, may be disclosed to third parties in the course of providing the service to you. Recipients of such information may include, in addition to those persons listed above, entities that provide content and/or services to us or your OLP.

Unless you object, the Communications Act also permits us to disclose limited personally identifiable information to others, such as advertisers and direct mail companies, for non-cable-related purposes, such as direct marketing. Under the Communications Act, these disclosures are limited to the following "mailing list information": your name, address and, except in California, the particular non-phone services to which you subscribe (e.g., HBO or other premium channels, or tiers of service). In addition, we may add to this mailing list information commercially-available information about you that is obtained from third parties, such as your age, income, and other demographic or marketing information. Mailing list information does not include the extent of your viewing or use of a particular service, including the extent of your use of Road Runner or your OLP service, the nature of any transaction you make over the cable system, or any information that constitutes CPNI. We may disclose or sell such mailing list information from time to time. If you wish to be removed from our mailing list, please notify us in writing at our main local office, which will be noted on your cable bill, or by sending an e-mail to [TWC.Privacy@TWCable.com](mailto:TWC.Privacy@TWCable.com). Please include your name and address on any such request.

In addition, we may disclose, in connection with the provision of services to you and pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in order to fulfill transactions that you request, to personalize your online experience, as required by law (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of business. The frequency of such disclosures varies according to business needs.

If you are a Phone Services customer, we must disclose certain of your personally identifiable information and CPNI to 911 services and to you or your designee upon your express authorization. We will also disclose limited personal information to telephone companies so that your calls can be properly routed. When you dial a toll-free number, the party you are calling may identify your telephone number using a telephone network technology called Automatic Number Identification (ANI). FCC rules prohibit parties that receive calls on toll-free numbers from distributing these telephone numbers.

Your name, address and/or phone number are provided to those you call in connection with Caller ID functions. You may dial \*67 to prevent display of your Caller ID. Dialing \*82 resumes its display.

We will provide your name, phone number and address to directories

Six areas are covered by this Notice:

- the nature of personally identifiable information and CPNI collected about you and the way such information is used;
- the nature, frequency, and purpose of any disclosure that may be made of such information;
- disclosure of such information to governmental entities and through legal process;
- the period of time during which such information will be maintained;
- the times and place you may have access to the information collected; and
- your rights under the Communications Act.

## 1. Collection and Use of Personally Identifiable Information and CPNI

### A. Personally Identifiable Information

Under the Communications Act of 1934, as amended (the "Communications Act"), we may collect personally identifiable information (described below) over a cable system without your consent if it is necessary to provide our services to you or to prevent unauthorized access to services or subscriber data and we may collect other information that you consent to our collecting and that we will use as you direct. Below is a description of the information that we may collect, using the system or otherwise, about our users in order to provide our services and to prevent unauthorized access to our services.

**Personally identifiable information:** In order to provide any of our services to you, we may need to collect data about you, including your name; home, e-mail and work addresses; home, cellular and work telephone numbers; social security number; driver's license number; credit, debit card, and bank information; billing and payment information; records of damage and security deposits; records of maintenance and repairs; the number of converters, cable modems or other cable equipment installed in your home or place of business (collectively, "TWC Equipment"); the number of television sets, telephones, computers and other equipment of yours that are connected to TWC Equipment or that receive the Time Warner Cable Services (collectively, "Customer Equipment"); the location and configuration of Customer Equipment; the service options you have chosen; the programs, features and services you have utilized; identifying information associated with the TWC Equipment (e.g., a serial number and/or MAC address of each converter box installed); performance history associated with the TWC Equipment; whether you rent or own your home or place of business (as this may impact installation issues); subscriber correspondence; records of violations and alleged violations of our terms of service; customer research and satisfaction data; and information from third parties that is commercially available, such as age, income and other demographic information.

We may remotely check the TWC Equipment and the Customer Equipment for purposes that include diagnostics and network security and maintain records

of the results.

**Other information:** Our system, in delivering video services, may automatically log information concerning the use and performance of your TWC Equipment, including programming choices requested, the date and time of these choices, and information, services and products ordered from us or our advertisers. This data may be used for purposes that include allowing us to deliver desired information, products and services to you. For example, if you request on demand programming, we will need to collect information about your equipment along with the particular title ordered so that the right content is delivered to the right converter box. If the video ordered has a charge, we will then need to personally identify this information by associating it with your billing account so that we bill the correct customer.

Another example of information that we collect while delivering digital video services is data necessary to provide switched digital services. Many of our systems use switched digital technology so we can deliver additional channels and services. To do so, we need to collect your tuning choices along with information about your equipment to ensure that desired channels are delivered to you when you request them. While this information is temporarily associated with your equipment in order to provide these services, it will not be once the equipment identification is no longer needed for operations, troubleshooting and billing purposes. This anonymous information may be preserved and used as described in the next paragraph. We do not disclose to others for their marketing or advertising purposes any personally identifiable information that may be derived from this collection.

Finally, in delivering a video service, we also track information about your use of TWC Equipment in a non-personally identifiable manner and we may combine this information with other non-personally identifiable information. This aggregate or anonymous information may be used for research and to determine which programming and commercials are being watched, which may assist us in determining the networks that should be delivered via switched digital, in paying our providers for video on demand programming, in informing us, advertisers and programmers how many impressions were received and generally making programming and advertising more relevant to our customers. None of this data will be used to personally identify you.

If you use a web-based email service, we do not collect any information regarding the emails that you send and receive. If you use email provided by Road Runner or your OLP, our system may automatically collect and log email header information. We have access to personally identifiable information about you and your data account, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. We may also have information about how often and how long you use our service, including the amount of bandwidth used; technical information about your computer system, its software and modem; and your geographical location. We do not disclose to others for their marketing or advertising purposes any personally identifiable information that may be derived from this collection. Your OLP may have its own privacy policies.

Our system, in delivering and routing Digital or Business Class Phone service calls, may automatically log information concerning telephone numbers you call, telephone numbers from which you receive calls, the duration of such calls, the service features and functions you use, the frequency of such use and other CPNI for the uses described below.

The data that we collect from you, as described above, may be used,

depending on the nature of the data, for various purposes such as the following: to make sure you receive the services you have requested; to make sure you are being billed properly for the services you receive; to send you pertinent information about our services; to maintain or improve the quality of the TWC Equipment and the Time Warner Cable Services; to answer questions from subscribers (e.g., for troubleshooting); to ensure compliance with relevant law and contractual provisions; to market Time Warner Cable Services and other products that you may be interested in; and for tax and accounting purposes.

### B. Customer Proprietary Network Information ("CPNI")

We may, from time to time, use the CPNI generated in furnishing Phone Services to you to provide you with information about, and to market to you, communications-related products or services that are within the same category of service to which you already subscribe. For instance, we may use the CPNI generated in furnishing Digital Phone telephone service to you to provide you with information about, and to market to you, other telephone service offerings.

We may, from time to time, use the CPNI generated in furnishing Phone services to you to provide you with information about, and to market to you, communications-related products or services that are outside of the category of service to which you already subscribe. For instance, we may use the CPNI generated in our furnishing Digital Phone service to you to provide you with information about, and to market to you, data services. You have the right to restrict our use of your CPNI for such purposes. If you wish to do so, please notify us in writing at our main local office, which will be noted in your cable bill, by calling 611 from your Digital Phone, or by selecting "opt-out" from the electronic version of this Time Warner Cable Subscriber Privacy Policy, which is available online at [http://help.twcable.com/html/twc\\_privacy\\_notice.html](http://help.twcable.com/html/twc_privacy_notice.html). Please include your name, account number, telephone number and address on any written request. If you do not notify us within 30 days of this notification that you wish to restrict our use of your CPNI, we will assume that you approve of our use of CPNI for this purpose.

We will not use your CPNI to offer products or services to you without your permission that the FCC classifies as non-communications related (including video services) or that are offered by other companies or by joint ventures in which we participate. You may, for example, be asked during a telephone call with one of our customer service representatives for your permission to use your CPNI for the purpose of providing you with an offer. If you provide your permission orally, electronically or in writing, we will use or disclose the CPNI only for the duration of that telephone call in order to offer you additional services.

Please note that if you opt out or otherwise deny or restrict our use of your CPNI, it will not affect our provision to you of any Time Warner Cable Services. Any permission or denial of permission to use your CPNI remains valid until such time as your Phone Services are discontinued or we receive your notice withdrawing permission.

## 2. Disclosure of Personally Identifiable Information and CPNI

Under the Communications Act, we may only disclose personally identifiable information covered by the Act without your prior written or electronic consent if: (1) it is necessary to render, or conduct a legitimate business related to, the services that are provided to you; (2) such disclosure is required by law; or (3) for mailing lists, subject to the conditions described below. We may also disclose personally identifiable information and CPNI when you consent to the disclosure. Below is a description of our disclosure practices.

**EXHIBIT E**





**EXHIBIT F**

## Rates and Service Fees

Per Month

### A. Cable Service:

- Basic\* \$10.00
- Basic Plus Standard \$72.45

### B. Digital Cable (requires digital converter):

- Digital Tier with Navigator (includes on-screen program guide, 48 music channels and access to VOD and PPV) \$12.95

### C. Digital Premium Services\*:

- Home Box Office (HBO) (includes On Demand access) \$15.95
- Cinemax (includes On Demand access) \$15.95
- Showtime & The Movie Channel (includes On Demand access) \$15.95
- Starz! (includes On Demand access) \$15.95

### D. Additional Digital Services:

- Time Warner Cable Movie Pass\*/ \$ 5.99
- Playboy (monthly)\* \$19.95
- TV Asia or Zee TV (individually)\* \$ 9.95
- RAI International\* \$ 9.95
- TWC en Español\*/ \$ 4.95
- Time Warner Cable Sports Pass\*/ \$ 5.95
- HD Premium Tier\*\* \$ 4.95
- Disney On Demand\* \$ 3.99
- Here TV On Demand \$15.95
- Howard TV On Demand \$13.99
- Digital Video Recorder Service (DVR primary)\* \$12.95
- Digital Video Recorder Service (DVR additional)\* \$11.95
- Family Choice Tier\*/\* \$12.99
- Whole House DVR Service each \$19.99

### E. High Speed On-line Services:

- Road Runner Lite \$29.99
- Road Runner up to \$54.95
- Turbo Road Runner (add-on service)\* \$ 9.99
- Turbo Road Runner Extreme (add-on service)\* \$20.00
- Wideband (not available in all areas) \$99.95
- EarthLink \$47.45
- Local.Net \$44.95
- Wireless High Speed Internet Access \$10.00

### F. Equipment Charges

- Converter (addressable; analog, digital, DVR or HDTV) up to \$ 7.99
- Remote Control \$ .50
- CableCARD \$ 2.00

## Rates and Service Fees (continued)

### G. One Time Charges:

- Primary installation (includes 1 additional outlet) \$42.50
- Reconnection (at pole) \$29.99
- High Speed Online \$39.99
- Wireless \$49.99
- Additional outlet (per outlet) \$24.99
- Upgrade/Downgrade \$29.99
- Equipment pick-up, separate trip required \$29.99
- Live Agent Billing Processing Fee \$ 5.00
- Soft reconnection fee \$ 5.00

### H. Professional Home Visit

\$17.99

#### Service Level / Converter Requirements

\*Includes broadcast network digital signal as available with required equipment and associated monthly charge.

\*Requires subscription to Basic or Basic Plus Standard Service and Digital converter or CableCARD.

\*\*Requires subscription to Basic Plus Standard and Digital Cable with Digital converter or CableCARD.

\*/Requires subscription to Basic Plus Standard and Digital converter or CableCARD.

++Requires subscription to Basic Plus Standard and High Definition Digital converter.

\*/Requires subscription to Basic only with Digital converter.

+Requires subscription to Road Runner service.

+/+ Requires subscription to Time Warner Cable Sports Pass.

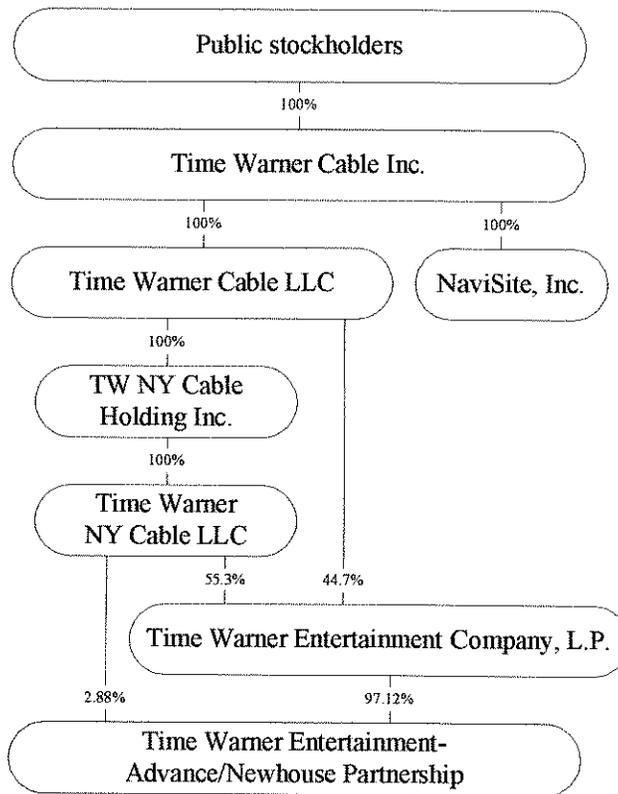
Rates and lineups are subject to change.

Rates shown are subject to applicable taxes and regulatory fees.  
Not all services available in all areas or to CableCARD customers.

**EXHIBIT G**

**EXHIBIT H**

## Time Warner Cable Corporate Structure



## **EXHIBIT I**

The Company currently provides a state-of-the-art 2-way hybrid fiber/coax system.

A map of the cable plant in the Town of Williamstown is enclosed.