

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

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ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming Services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming Services, which the Licensee may make available to all Subscribers generally.

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

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

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

CMR: The Code of Massachusetts Regulations.

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

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

Communications Act: The Communications Act of 1934, as amended

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

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

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

Department: The Massachusetts Department of Telecommunications and Cable.

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

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

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

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

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

FCC: The Federal Communications Commission or any successor agency.

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

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

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

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

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

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

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

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

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

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

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

M.G.L.: Massachusetts General Law.

Normal Operating Conditions: Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State: The Commonwealth of Massachusetts.

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

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

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

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

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

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

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

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

ARTICLE 2 - GRANT AND TERM OF RENEWAL LICENSE

Section 2.1 GRANT OF LICENSE

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

Section 2.2 RIGHTS AND PRIVILEGES OF LICENSEE

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

Section 2.3 APPLICABLE LAW

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

Section 2.4 TERM OF RENEWAL LICENSE

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

Section 2.5 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

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

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

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

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

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

(f) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or assumption of control by a mortgagee of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the other terms and conditions of this Renewal License.

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

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

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

(j) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License and so agrees with and by their signature to the transfer or assignment document.

Section 2.6 EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

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

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

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

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

Section 2.7 NON-EXCLUSIVITY OF RENEWAL LICENSE

This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person, a license or right to occupy or use the Public Ways, or portions thereof, for the construction, installation, operation, or maintenance of a Cable Television System within the Town or the right of the Issuing Authority to permit the use of the Public Ways for any purpose whatsoever. The issuance of any additional licenses shall be on the same or comparable terms and conditions contained in this Renewal License, and such terms shall be no more favorable or less burdensome to any such additional licensee than the terms of this Renewal License.

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

Section 2.8 POLICE AND REGULATORY POWERS

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

Section 2.9 REMOVAL OR ABANDONMENT

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

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

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

Section 2.10 PROCEEDINGS UPON EXPIRATION OR REVOCATION OF RENEWAL LICENSE

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

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

Section 3 .1 SUBSCRIBER NETWORK

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

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

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

Section 3.2 SERVICE AVAILABLE TO ALL RESIDENTS

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

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

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

(d) In order to fulfill a request for cable service to a residence, the Cable System shall be extended at Licensee's expense, from existing Cable Plant to any and all areas of the Town containing twenty (20) residences per aerial mile of cable plant or fractional proportion thereof necessary to provide service. Said service shall be made available and fully activated to requesting subscribers no later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles. Density per aerial mile of Cable System shall be computed by dividing the number of residential dwelling units within 250 feet of the plant to be installed by the length, in miles or fractions thereof, of the total amount of new construction of aerial cable necessary to make service available to the residential dwelling units in such area in accordance with Licensee's system design parameters. The cable length shall be measured from the nearest point of access to the then-existing Cable System, provided such extension is technically feasible from that point of access and located within the public rights-of-way. The total cable length shall exclude the drop cable necessary to serve individual subscriber premises.

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

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

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

Section 3.3 MAPS

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

Section 3.4 COMMERCIAL ESTABLISHMENTS

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

Section 3.5 EMERGENCY AUDIO ALERT

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

Section 3.6 TREE TRIMMING AND CUTTING

In the installation, maintenance, operation, and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid all unnecessary damage and injury to any and all shade trees whether in the Public Way or on private property and shall cut or otherwise prune such trees only to the least extent necessary. Licensee shall comply with all applicable

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

Section 3.7 UNDERGROUND FACILITIES

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

Section 3.8 PEDESTALS

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

Section 3.9 RESTORATION TO PRIOR CONDITION

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

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

Section 3.10 COOPERATION WITH BUILDING MOVERS

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

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

Section 3.11 RELOCATION OF FACILITIES

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

Section 3.12 TOWN USE OF LICENSEE'S POLES AND CONDUIT

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

Section 3.13 RELOCATION OF FIRE ALARMS

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

Section 3.14 SERVICE INTERRUPTION

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

Section 3.15 RIGHT TO INSPECTION OF CONSTRUCTION

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

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

Section 3.16 CONSTRUCTION, UPGRADE, TECHNICAL, AND MAINTENANCE STANDARDS

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

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

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

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

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

Section 3.17 MAINTENANCE LOG

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

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

Section 3.18 EMERGENCY REMOVAL OF CABLE SYSTEM

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

Section 3.19 PRIVATE PROPERTY

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

Section 3.20 QUALIFICATIONS OF CONSTRUCTION PERSONNEL

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

ARTICLE 4 – SERVICES AND PROGRAMMING

Section 4.1 BASIC SERVICE (BASIC TIER SERVICE)

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

Section 4.2 PROGRAMMING

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

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

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

Section 4.3 LEASED CHANNELS FOR COMMERCIAL USE

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

Section 4.4 FREE DROPS AND BASIC SERVICE TO PUBLIC BUILDINGS

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

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

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

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

Section 4.5 FREE DROPS AND BASIC SERVICE TO PUBLIC SCHOOLS

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

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

Section 4.6 CABLE SYSTEMS SIGNAL TRANSMISSIONS

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

Section 4.7 REMOTE CONTROL DEVICES

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

Section 4.8 REBATES DUE TO SERVICE INTERRUPTION

In accordance with 207 CMR 10.09, the Licensee shall grant a pro-rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Cable Service interruption. If an entire tier or premium service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro-rata credit or rebate for each tier or premium Cable Service interruption.

Section 4.9 CONTINUITY OF SERVICE

It shall be the right of all subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or whom the Licensee has a reasonable basis to believe is utilizing an unauthorized converter or is otherwise obtaining any Cable Service without required payment thereof.

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

Section 5.1 PEG ACCESS CHANNELS

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

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

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

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

Section 5.2 ACCESS CORPORATION

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

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

Section 5.3 PUBLIC ACCESS TO THE CABLE SYSTEM

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

Section 5.4 GOVERNMENT ACCESS TO THE CABLE SYSTEM

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

Section 5.5 EDUCATIONAL ACCESS TO THE CABLE SYSTEM

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

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

Section 5.6 LICENSE FEES

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

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

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

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

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

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

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

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

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

Section 5.7 PEG ACCESS CAPITAL FUNDING

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

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

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

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

Section 5.8 METHOD OF PAYMENT

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

Section 5.9 RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority or the Access Corporation may have for additional sums including interest payable under this Article 5.

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

Section 5.10 EQUIPMENT OWNERSHIP

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

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

Section 5.11 REMOTE ORIGINATION POINTS

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

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

Section 5.12 PEG ACCESS CHANNELS MAINTENANCE

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

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

Section 5.13 CENSORSHIP

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

Section 5.14 ACCESS PROGRAMMING

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

Section 5.15 THIRD PARTY RIGHTS

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

Section 5.16 PEG ACCESS PROGRAMMING COSTS

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

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

ARTICLE 6 - SUBSCRIBER RIGHTS AND CONSUMER PROTECTIONS

Section 6.1 CUSTOMER SERVICE OFFICE

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

Section 6.2 CUSTOMER SERVICE STANDARDS

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

Section 6.3 DEFINITION AND DOCUMENTATION OF CUSTOMER COMPLAINT

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

Section 6.4 COMPLAINT RESOLUTION PROCEDURES

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

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

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

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

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

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

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

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

Section 6.5 PRIVACY WRITTEN NOTICE

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

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

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

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

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

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

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

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

Section 6.7 DISTRIBUTION OF SUBSCRIBER INFORMATION

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

Section 6.8 PARENTAL CONTROL CAPABILITY

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

Section 6.9 BILLING AND TERMINATION PROCEDURES

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

Section 6.10 ADVANCE BILLING AND PAYMENT

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

Section 6.11 MONITORING

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

Section 6.12 POLLING BY CABLE

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

Section 6.13 EMPLOYEE IDENTIFICATION CARDS

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

Section 6.14. NON-DISCRIMINATION

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

Section 6.15 INSIDE WIRING

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

Section 6.16 VOLUNTARY DISCONNECTION OF SERVICE

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

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

Section 6.17 ELECTRONIC NOTICE

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

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

Section 7.1 REGULATORY AUTHORITY

The Issuing Authority or their designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Department shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 7.8 infra.

Section 7.2 INDEMNIFICATION

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

Section 7.3 INSURANCE

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

(a) A general comprehensive and property liability policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional co-insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System, or alleged to have been so occasioned, with a minimum liability of Two Million Dollars (\$2,000,000.00) for injury or death to any one Person in any one occurrence and Four Million Dollars (\$4,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(b) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional named insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum

liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence and Three Million Dollars (\$3,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.

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

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

(e) The following conditions shall apply to the insurance policies required herein: (i) Such insurance shall commence no later than the Execution Date of this Renewal License; (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions; (iii) Such insurance shall be obtained from brokers or carrier authorized to transact insurance business in the State; and (iv) the Licensee's failure to obtain, to procure, or to maintain the required insurance shall constitute a material breach of this Renewal License under which the Town may immediately suspend operations under this Renewal License.

Section 7.4 PERFORMANCE BOND

(a) The Licensee shall maintain at its own cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000). Such a separate and equally funded Performance Bond shall be maintained for each of the five (5) Towns. Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of the Renewal License, or to comply with any order, permit or direction of any department, agency, commission, committee, board, division or office of the Town or its having jurisdiction over Licensee's acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation, and/or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result therefore, pursuant to the provisions of Section 7.7 and 7.8 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege therein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant hereto, or any damages recovered thereunder, shall limit the liability of Licensee under this Renewal License.

Section 7.5 NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

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

“It is hereby understood and agreed that neither this policy or bond shall be cancelled, materially changed or the amount of coverage thereof reduced, until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change, or reduce the coverage required herein.”

Section 7.6 REPORTING

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

Section 7.7 DETERMINATION OF BREACH

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

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee’s efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee’s efforts, until such default is cured.

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

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

Section 7.8 LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.9 NO WAIVER – CUMULATIVE REMEDIES

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

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

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

Section 7.10 ANNUAL PERFORMANCE TEST

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

Section 7.11 PERFORMANCE EVALUATION HEARING

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

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

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

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

Section 7.12 CABLE ADVISORY COMMITTEE

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

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

Section 7.13 INFORMATION REQUESTS AND RIGHT TO INSPECT RECORDS AND FACILITIES

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

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

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

Section 7.14 QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgement of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice of same. Said report shall include the following information: (i) the nature of the complaint or problem which precipitated the special tests; (ii) the system component(s) tested; (iii) the equipment used and procedures employed in testing; (iv) the method, if any, in which such complaint(s) or problem(s) was resolved; and (v) any other information pertinent to said test and analysis which may be required.

Section 7.15 FINANCIAL, COMPLAINT, AND OTHER REPORTS

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

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

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

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

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

Section 7.16 NON-EXCLUSIVITY OF REMEDY

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

Section 7.17 DUAL FILINGS

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

Section 7.18 ADDITIONAL INFORMATION

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

Section 7.19 INVESTIGATION

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

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

Section 7.20 REVOCATION OF THE RENEWAL LICENSE

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

Section 7.21 TERMINATION

The termination of this Renewal License and the Licensee's right herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 7.7 and 7.8 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License.

ARTICLE 8 - GENERAL PROVISIONS

Section 8.1 ENTIRE AGREEMENT

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

Section 8.2 CAPTIONS

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

Section 8.3 SEVERABILITY

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

Section 8.4 FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightening; earthquakes; fires, hurricanes; volcanic activity;

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

Section 8.5 RENEWAL LICENSE EXHIBITS

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

Section 8.6 WARRANTIES

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

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

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

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

Section 8.7 APPLICABILITY OF RENEWAL LICENSE

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

Section 8.8 JURISDICTION

Jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a federal or state court or agency of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 8.9 NOTICE

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

(a) To the Issuing Authority:

Select Board

_____ Town Hall

Mailing Address and Street Address

_____, MA 012_____

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

(b) To the Licensee:

Charter Communications, Inc.

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

Section 8.10 TOWN'S RIGHT OF INTERVENTION

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

Section 8.11 RESERVATION OF RIGHTS

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

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

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

Section 8.13 NO THIRD PARTY BENEFICIARIES

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

Signature page follows.

WITNESS OUR HANDS AND OFFICIAL SEALS:

For the Town of _____,
_____ Select Board

Date: _____

For Charter Communications, Inc.:

Date: _____

EXHIBITS

EXHIBIT A: TOWN SERVICE AREA OR STRAND MAP

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

EXHIBIT C: PEG ACCESS CAPITAL FUNDING

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

EXHIBIT E: CALCULATION OF QUARTERLY PEG FEE PAYMENT QUARTERLY REPORT

EXHIBIT F: FCC CUSTOMER SERVICE OBLIGATIONS

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

EXHIBIT A: TOWN SERVICE AREA OR STRAND MAP

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

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

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

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

EXHIBIT C: PEG ACCESS CAPITAL FUNDING

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

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

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

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

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

Revenue Period: Calendar Year: _____ Quarter: _____

Composition of Total Revenues Subject to License Fee:

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

Computation of License Fee Payable

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

EXHIBIT E: CALCULATION OF QUARTERLY PEG FEE PAYMENT REPORT

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

<i>PEG Fee Rate:</i>	5%			
		MONTH	MONTH	MONTH
		of	of	of

Basic Service				
Expanded Service Tier(s)				
Pay Programming				
Additional Outlets				
Converter Revenues				
Installations				
Collection Charges				
Late Charges				
Commercial (monthly)				
Other (specify)				
Pay-Per-View				
Cable Modem Revenues				
Advertising Revenues				
Home Shopping Revenues				
Other Revenues				
Revenue Adjustment (specify)				

PEG Access Support Funding before any Adjustment:	\$ _____
Adjustment (overpayment) underpayment:	\$ _____
PEG Access Support for Quarter:	\$ _____

EXHIBIT F: FCC CUSTOMER SERVICE OBLIGATIONS

§ 76.309 Customer service obligations.

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

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

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

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

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

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

(c) Cable operators are subject to the following customer service standards:

(1) Cable system office hours and telephone availability -

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

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

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

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

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

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

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

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

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

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

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

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

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

(3) Communications between cable operators and cable subscribers -

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

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

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

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

(4) Definitions -

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

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

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

NOTE TO § 76.309:

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

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

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

Section:

10.01: Billing Practices Notice

10.02: Services, Rates and Charges Notice

10.03: Form of Bill

10.04: Advance Billing and Issuance of Bill

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

10.06: Charges for Disconnection or Downgrading of Service

10.07: Billing Disputes

10.08: Security Deposits

10.01: Billing Practices Notice

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

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

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

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

10.02: Services, Rates and Charges Notice

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

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

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

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

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

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

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

10.03: Form of Bill

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

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

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

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

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

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

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

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

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

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

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

10.04: Advance Billing and Issuance of Bill

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

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

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

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

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

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

10.06: Charges for Disconnection or Downgrading of Service

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

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

10.07: Billing Disputes

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

10.08: Security Deposits

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

REGULATORY AUTHORITY:

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

Ascertainment Report
of
The Five Town Cable TV Advisory Committee
As Required for the
Charter Communications, Inc. Renewal License
Expiring on February 23, 2023



Prepared by:
The Five Town Cable Advisory Committee
Representing the
Towns of
Great Barrington, Lee, Lenox, Sheffield, and Stockbridge
Issued: September 1, 2022

The views expressed in this document are the opinions of volunteer town committee members based on hundreds of hours of ascertainment research and are not to be construed as the views and opinions of any of the Issuing Authorities or Towns for which this Ascertainment process and resulting documentation were done. All information, content, and materials provided in this Ascertainment document are for general information purposes only. Information in this document cites third-party sources and such citation are for the convenience of the reader and does not convey any endorsement or recommendation.

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Future Funding for Public Access (PEG) Channels

The Five Town Cable Advisory Committee (CAC)

Role of the Five Town Cable Advisory Committee (CAC)

Massachusetts Cable TV License Renewal Process

 Phase One: Review Cable TV operator's performance

 Phase Two: Review of the Cable TV operator's License Renewal proposal

Phase One Implementation

- Hold a public hearing
- Conduct a municipality-wide survey
- Meet with community organizations
- Review the current license held by the cable operator in the municipality
- Review the cable operator's financial forms (Forms 200 and 400)
- Review consumer complaint records, including Form 500, and municipal records
- Obtain and review strand maps
- Tour the cable operator's technical facilities (i.e., headend) and PEG Access studio
- Review licenses granted by other communities in Massachusetts.

Phase Two Implementation

Frequently Asked Questions and Attachments

- Feb. 2, 2022 letter from Mass DTC re: cable TV license expiration
- February 2022 Spectrum Rate Card
- 2013 CTSB PEG Access Agreement
- Spectrum Annual Payment Summary to CTSB
- March 2022 Spectrum Billing Practices and Equipment
- March 1, 2022 Spectrum Price Increase And changes since then?
- Spectrum Forms 200 and 400
- Spectrum's Five Town Strand Maps

Executive Summary

This Ascertainment Report was developed by the Five Town Cable Advisory Committee, (hereafter referred to as “CAC”), which represent the residents of the Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge. This Ascertainment Report is a federal and state requirement for the Renewal of Charter Communications, Inc. Cable TV License Agreement, which expires on February 23, 2023.¹

Considerable work, including, but not limited to, data collection and analysis; content and wording review of other signed Massachusetts cable TV licenses; Cable TV industry trends and forecasts; multi-media survey on all aspects of Charter Communications’ Spectrum performance, offerings, pricing, etc. in each of the 5 Towns; analysis of survey results; line by line review of the current Charter Communications, Inc. Cable TV License Agreement; and step by step completion of all Phase One activities. Hundreds of volunteer CAC member’s time have been invested to clearly document our residents needs and wants and being in the best possible position to constructively negotiate the upcoming Cable TV Renewal License Agreement, beginning on or about October 1, 2022 or upon response from Charter Communications. It is the goal of the CAC to complete all renewal activities and have the five Issuing Authorities sign a Renewal License by February 23, 2023.

While Phase One activities are detailed in this Ascertainment Report, several activity results are included in this Executive Summary, due to their importance. The first, the results of the survey, in addition to yielding statistically significant results on the questions asked, are best expressed in the 286 independent responses provided when survey takers were asked “Is there any additional information about your overall experience with Spectrum services you would like to share?”

The following themes from the survey clearly identify community needs, as well as dissatisfactions, in no order:

- 95% of respondents would prefer “a la carte” customizable programming
- Many wrote that Cable TV is too expensive with too many rate increases
- Need for timelier and complete complaint resolutions
- Would appreciate special senior pricing
- Want Massachusetts, not New York, news stations (reference DMA language)
- Felt there were too many of the same channels, just numbered differently
- Expressed unfavorable grades on billing, channel selection, resolution of issues, and cable boxes
- Many residents expressed interest in an alternative to Spectrum Cable TV
- Awareness of CTSB channels and programming schedules

The Access Corporation, Community Television for the Southern Berkshires (CTSB), has reviewed its prioritized Capital needs over the next 5 years of the Renewal License and their requests are included. The current Annual Report from CTSB has also been included as it provides a concise review of the Access Corporation’s operations and delivery of programming on Public, Educational, and Governmental Access channels. We believe the reader will find it informative.

¹ Each of the five Town’s Cable TV Licenses were assigned from Time Warner Cable to Charter Communications, Inc. in July 2015, with the consent of each Issuing Authority per the terms of the Licenses.

The CAC, in reviewing the current Cable Television License, identified sections of the License where specific language additions will provide improved readability and transparency, while other additions will add and strengthen protections for all non-provider parties, such as the Issuing Authority, the Town, the Access Corporation, and most importantly Subscribers and Users, including liquidated damages and clearer, stronger, and faster avenues for resolution of complaints and disputes.

The CAC, with an awareness of the timely, as well as basic, compliance with the current Cable Television License, as well being those who frequently help residents resolve their complaints when such residents have been unable to resolve their complaints on their own, has experienced a lack of cooperation and timely, direct, and content-specific communications with Charter Communications' personnel, including its governmental liaison. Such has been the working relationship with Charter Communication since shortly after their assumption of the Time Warner Cable Television license. The relationship is markedly different and a disappointment given the cooperative and cordial business relationship the CAC, and Issuing Authorities, enjoyed with Time Warner Cable.

Charter Communications ongoing failure to provide requested information as well as incorrectly implementing the License, particularly in the areas of tracking complaints and their resolution; repetitive billing issues, including the inability to have the correct zip code on the bills for residents whose mail is delivered to 01230 and service bills arriving after their payment due date; and an increasing tone of hostility and belligerence at regularly scheduled CAC quarterly meetings by Charter's government liaison is of concern. All of this has the CAC concerned about upcoming negotiations on the Renewal License and whether a good faith and timely effort will be made by Charter Communications' negotiating personnel.

The committee fully recognizes the difficulty in conducting negotiations with Charter / Spectrum as cable tv is in decline across the US....

- Five Town cable TV viewership (with corresponding funding for community TV) has been declining by 3% per year over the past 5 years. This industry trend will likely continue and may accelerate.
- According to a 2021 survey of consumers, more than seven in ten respondents reported **not subscribing to cable or satellite TV** because they had the possibility to access the content they wanted to watch online.
- Video streaming by demand is now the dominate home entertainment in the U.S.
- Comcast and Charter now offer lower cost internet TV (similar to Hulu) that can be customized competing by price and features with licensed cable TV without supporting the Five Town's community TV.
- Major wireless telecom companies are in the process of rolling out home 5G, which will likely cut into Charter / Spectrum's near monopoly on Five Town cable TV / broadband subscriber market in the next few years
- Until the Massachusetts Senate passes H.4045 (or similar), which would regulate and impose a fee on the commercial sale of streaming entertainment services to individuals and businesses in Massachusetts and level the playing field, PEG stations (and cities and towns) will struggle to maintain adequate funding.

The Five Town CAC is committed to work to the best of our abilities to negotiate the best possible renewal license I agreement for the residents of Southern Berkshire County under these difficult market dynamics.

Ascertainment Introduction

as·cer·tain·ment [ˌæsərˈtānmənt] NOUN - the process of finding something out for certain

Select Boards in the Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge are responsible for granting and signing a cable TV license and, hence, are designated as the Issuing Authority. Since Massachusetts law limits the term of a license, each Issuing Authority must periodically review and renew (or not renew) licenses. Each of the five (5) Town licenses, which will be collectively negotiated as part of the upcoming Cable TV Renewal License negotiations, are identical except for certain Appendices containing information specific to each Town.

The Massachusetts Department of Telecommunications and Cable (DTC) oversees the Renewal License renewal process, as established under federal law and supplemented by DTC regulations.

Information regarding Massachusetts DTC and FCC cable TV regulations may be found at:

- Mass Department of Telecommunications and Cable: <https://www.mass.gov/orgs/department-of-telecommunications-and-cable>
- Cable Television | Federal Communications Commission: <https://www.fcc.gov/>

By establishing a formal renewal process, Congress sought to protect a municipality's right to a cable TV system that is responsive to the needs and interests of the local community, while also seeking to protect cable TV operators, which have invested in infrastructure in a community, from an unfair denial of a Renewal License.

Based on FCC and Mass DTC regulations, the Five Town CAC is limited in what may be negotiated with Charter Communications for a Town cable TV license renewal.

What's Negotiable within a Cable TV Renewal License:

- Town and community needs
- Town residents' input, service suggestions, consumer complaints, etc.
- Spectrum performance (or non-performance), unserved parts of the community, ideas to improve service, etc.
- License comparison with other MA Cable TV Licenses
- CTSB Capital and operational needs over next 10 years

What's Non-Negotiable within a Cable TV Renewal License:

- Price of cable service and any added fees
- Programming

Trends in Domestic Cable TV and 5 Town Subscriber Base

Cable TV reached its peak in the early 2010's and since then has been subject to changing consumers' personal tastes and major disruptions in the Cable TV market. Changing personal tastes include the continued development and demand by consumers – especially those under age 50 – for hand-held, portable, electronic devices that deliver every increasing access to information and provide increasing sophisticated optics and streaming options. Younger adults, ages 18-29 in particular, are

likely to avoid receiving cable or satellite cable, during the six years from 2015 – 2021, dropped by 31 percentage points to 34% in viewership. Similar although not as steep percentage declines are also found in other age groups studies, with a 27 percentage decline for ages 30-49, 14 percentage decline for ages 50-64 but only a 4 percentage point decline in the 65+ age group.² These statistics highlight the trend of U.S. adults watching cable or satellite TV in the future.

In addition to declines in the percentage of U.S. households receiving TV via cable or satellite, it is important to remember that the U.S. population increased during this same time. However, the industry itself has not remained stable during this time and Cable TV is being buffeted by changes that are requiring the industry to change to maintain its income streams, both subscriber and advertising revenues.

During this same timeframe, major Cable TV disruptors have included continued industry consolidation; newcomers, such as Disney and other media conglomerates; growth in app-based streaming, such on social media and other provider apps, and on demand services; increased attention to non-traditional audiences; the perceived requirement for increased production of home-grown, rather than provided, content; and shifting investments from traditional Cable TV plant to streaming content.

While it is far to early to sound the death keel for Cable TV, the industry faces many challenges including ways to reach and grow younger adult audiences. Providing streaming and on demand services is one way to do this, and for companies perceived to be traditional Cable TV providers this not only requires new content and marketing, but also new branding demands. They must also keep existing Cable TV customers as they continue to age and find themselves dismayed with more channels than they wish to deal with – many of which provide the same programming under 2 or more channel numbers, the inability to customize their Cable TV service (tier) to watch what they want to watch, and the ever increasing expense of maintaining Cable TV service.³

Translating these above trends to the Five Town Cable TV subscriber base, the number of subscribers each year as reported by Spectrum, has shown a noticeable decline. This information, combined with the results of the 5 Town Cable TV Satisfaction Survey and comments from Question 16, indicate “cord cutting” as a probable explanation for the erosion of the Cable TV subscriber base. “Cord cutters” are not ditching TV altogether, but shifting to lower cost on-line streaming options, such as Netflix and YouTube TV, or newer networks, such as Peacock, for live streaming access to Cable TV, broadcast networks, and new access options.

IBIS World in a Market Research Article dated November 15, 2021⁴ predicted U.S. Cable Networks for 2016 – 2021 would be challenged by changes in the viewing habits of consumers as well as the resulting advertisers demands to such changes.

² Pew Research: <https://www.pewresearch.org/fact-tank/2021/03/17/cable-and-satellite-tv-use-has-dropped-dramatically-in-the-u-s-since-2015/#:~:text=The%20trends%20among%20different%20age%20groups%20are%20particularly,currentlly%20get%20TV%20that%20way%2C%20down%2027%20points.>

³ 5 Town Cable Survey p. 6; *ibid*; Cable TV Statistics for 2022: Stability and Change: <https://www.infinitydish.com/blog/latest-cable-tv-data-statistics/>

⁴ www.ibisworld.com/united-states/market-research-reports/cable-networks-industry/

The Five Town Cable TV subscriber base is in line with the Cable TV trends discussed above. The chart below details a decline of 3% per year for a cumulative five-year decrease ranging from 11.82% - 18.30% per Town for an average -decrease of 15.01%.

The Five Town Cable Subscriber Base Erosion Since 2016

	2016	2017	2018	2019	2020	2021	2022	2016-2020 Decrease	5 Yr. % Decrease
Lenox	1,690	2,055	2,063	1,666	1,559	1432	NA	258	15.27%
Great Barrington	2,087	2,190	2,191	1,906	1,861	1777	NA	310	14.85%
Lee	1,837	2,088	1,645	1,479	1,622	1563	NA	274	14.92%
Stockbridge	951	1,010	1,019	918	838	777	NA	174	18.30%
Sheffield	956	965	966	832	879	843	NA	113	11.82%
Total	7,521	8,308	6,801	6,801	6,759	6392		1129	15.01%

The Five Towns comprising the Issuing Authorities for the current Cable TV License Agreement are in Southern Berkshire County, Massachusetts, in the far western part of the state bordering CT, NY, and VT. Southern Berkshire County has lower income levels and an older population than the State in general, but higher property values than much of the county due to its proximity to several major metropolitan areas. The population density and the resulting cable density metric of “subscribers per square mile” is significantly less than most other towns in Central and Eastern Massachusetts making it problematic for more than one cable company to compete.

Designated Market Area (DMA)

The market of a television station is currently established by its **Designated Market Area (DMA)** as defined by Nielsen and/or modified by the Federal Communications Commission (FCC). Berkshire County is assigned to the Albany, Schenectady, Troy, NY market, (#60 of 210 in U.S.) by reference to the Nielsen Station Index Directory (Annual Station Index) in combination with the United States Television Household Estimates (Household Estimates). The standard is archaic and predates cable TV to the time of broadcast TV. The Federal Communications Commission has concluded that Nielsen’s DMAs remain the best way of defining local TV markets, including citing online video as a way to resolve problems in so-called “orphan” counties such as Berkshire country served by a station or stations from another state. In survey comments, residents expressed frustration that the Albany based TV stations are not providing the Massachusetts state specific sports, news, and information about upcoming legislation that is necessary for an informed electorate. While it possible for the FCC to change the DMA of the Berkshires from NY to Massachusetts, the process is made, by design, extremely difficult and no simple task. Existing television broadcast stations in Albany, would not likely give up control within their existing DMA and the revenue stream that comes with it. The FCC has said, *“departing from the existing Nielsen DMA market determination system would create enormous disruptions in the video programming industry disproportionate to any benefit gained and would be unlikely to increase the amount of local programming.”*

When Congress passed the STELA (Satellite Television Extension and Localism Act) Reauthorization Act of 2014, it provided a means by which the FCC is able to add or delete communities from a commercial broadcast television station's local DMA. Before submitting a petition for change, the orphan county must be able to:

- 1) Demonstrate that the proposed modifications are both "technically and economically feasible." The petitioners would have to decide what channels they are seeking to add and would be tasked with demonstrating why their choice is the most appropriate.
- 2) Demonstrate support for the petition by satisfying factors outlined in the Reauthorization Act. The petitioners must be able to assemble information that can only be obtained by retaining experts in this field, securing evaluations of DMA areas, making inquiries and assessment of the extent to which the existing channels will resist the petition or that the requested channels support the petition, as well as hiring attorneys who have the expertise and experience practicing before the FCC.

The costs associated with the application process, retention of experts, generation of market data studies and reports to satisfy the conditions and issues that the Act imposes, and the hiring of experienced FCC attorneys to represent the petitioners would be significant.⁵

Importance of Public Access (PEG) Channels

Pursuant to Section 611 of the Communications Act, local franchising, or Issuing Authorities may require cable operators to set aside channels for public, educational, or governmental ("PEG") use. The decision whether to require the cable operator to carry PEG channels is up to the local Issuing Authority. The Issuing Authority may require cable operators to provide services, facilities, or equipment for the use of PEG channels.⁶ Each of the Five Towns party to this Renewal License process have Issuing Authorities that will continue to require PEG Access channels and specified funding.

Each of the three PEG Public Access channels has its own focus and purpose:

- The Public Access Channel is available for use by the public and administered by Community Television of the Southern Berkshires (CTSB), a third party designated by the Issuing Authority(s). The Public Access channel is free of editorial control and is a form of non-commercial mass media where people may create television programming content to be transmitted through Cable TV. Content revolves primarily around community interests as expressed and developed by individuals and nonprofit organizations.⁷

⁵ For more information re: media markets - https://en.wikipedia.org/wiki/Media_market and https://en.wikipedia.org/wiki/List_of_television_stations_in_North_America_by_media_market

⁶ <https://www.fcc.gov/media/public-educational-and-governmental-access-channels-peg-channels>

⁷ en.wikipedia.org/wiki/Public-access_television#PEG-TV

- The Educational access channel is used by educational institutions, primarily local schools, or school districts, for educational programming. Time on this channel is typically allocated among education providers by CTSB.
- The Governmental access channel is used for local government programming, such as Select Board meetings, public hearings, Annual or Special Town Meetings, and other meetings by key Town boards, committees, or commissions, or other governmental entities upon request by the Issuing Authority.

CTSB controls the recording and live and/or afterward viewing of these meetings.

Importance of CTSB to the Southern Berkshires

CTSB is a 501(c)(3) membership organization formed to facilitate, encourage, and promote community involvement in the production of locally originated, non-commercial television and other media. The program content may be informative, educational, entertaining, or all three. CTSB serves the Towns of Lee, Lenox, Stockbridge, Great Barrington, and Sheffield. CTSB is responsible for all aspects of the PEG Access channels per the Cable TV License Agreement and will continue in this role in the Renewal License.⁸

CTSB has focused for several years in implementing effective responses to cable TV's ongoing trends and shifts in access by adding new technologies, expanding livestream programs, engaging the public through ongoing efforts, and attracting new members. They meet the goals of the PEG channels as defined by the FCC and have continued their community outreach and engagement as well as the platforms on which the public, within the five served Towns or anywhere, can view content. The three PEG Access channels are streamed in high definition on CTSB's website, but not on the PEG access channels due to Charter Communications transmission in standard definition (SD).

CTSB provides viewers the ability to search their program archives and view programs at their convenience, a service not available on Cable TV. This is particularly important as the PEG Access channel numbers were moved way up the channel lineup – to 1301, 1302, and 1303 – by Charter when they took assignment of the Cable TV License agreement from Time Warner Cable. Cable TV viewers were accustomed to PEG Access channels 16, 17, and 18. The Customer Satisfaction Survey shows much confusion among subscribers as to the location of the PEG Access Channels. In addition, no programming listings are being displayed on the Cable TV channel guide for PEG Access channel programming - such space is always black.

CTSB's on demand and streaming services have been growing. Spectrum currently downgrades the signal that CTSB produces (high definition) to standard definition, something that they no longer use for their commercial stations. The picture quality alone is enough to tip a viewer, if in possession of the required technology and aware of the option, to streaming.

Of concern to any Community TV / PEG provider is funding, a high percentage of which comes from various sections in the License Agreement. However, only those who use Cable TV services pay for the content and its delivery, no matter the way the programming is delivered to the user. Currently, there is no mechanism or regulation in FCC or Massachusetts State law requiring any content payment for on demand, streaming, or other methods of viewing PEG Access channels. In effect, the Cable TV subscribers are subsidizing non-subscribers' use of the programming. As Spectrum Cable TV

⁸ CTSB 2022 Annual Report: ctsbtv.org/wp-content/uploads/2022/04/CTSBTv_Annual-Report_2022_Final-no-bleed.pdf

subscribers decline, funding of PEG Access channels is a serious threat to the survival of community based and delivered content.

Additional concerns related to the survival of community based content are the continued mergers of media companies, including newspaper, radio, and broadcasting companies. Such mergers may produce the same content across all markets -with an absence of local news, except possibly for sports. While Spectrum News has provided some Massachusetts-centric news, it does not meet the local news needs of the Five Towns.

The public sentiment is clear, as stated in two recent letters to The Berkshire Eagle, the major newspaper of Berkshire County. These letters are representative of those appearing on a regular basis in The Berkshire Eagle or The Berkshire Edge, an online publication. The full letters are not included and the letter from Mr. Hart has been edited for brevity:

- From John H. Hart, Stockbridge:
“CTSB provides an in-home service to those...unable to attend meetings ...important to our towns and the neighborhoods within them. CTSB attends government meetings with their video equipment, and broadcasts and archives what transpires ...so the viewing public can make informed decisions when they attend town meetings and/or vote on issues at the ballot box....
COVID-19 ushered in the need for government to continue to operate with the need of feedback from the public with concerns about issues.... Enter ZOOM, administered until now by CTSB.” 8/2/22 (Note: CTSB has been carrying ZOOM meetings on the appropriate PEG Channel.)
- From Charles Kenny, Stockbridge, who self-identified as the chair of the Tri-Town Boards of Health:
“Seniors, full-time workers, parents of young children, and anyone with medical issues making them vulnerable to COVID have been able to participate in our local government because of the professional, high-quality recordings provided to us all by CTSB-tv. We all owe the station and its directors a great debt for keeping our democracy alive during the pandemic.” 8/5/22

These two letters capture what has been the topic of news articles, broadcasts, and public concerns. How does local news and journalism flourish, even survive, given industry trends and the continued rural nature of so many communities? There is also the need for continued transparency as well as awareness of what is going on locally and nationally. As the Washington Post notes: “Democracy dies in darkness”. PEG channels proved their usefulness and possibly a whole new role for them during COVID-19, and, as the State makes funding available to municipalities to implement the technologies required to efficiently conduct meetings on such platforms as ZOOM, traditional Cable TV viewership may increase. It is important to note that CTSB is already video streaming many municipal ZOOM meetings.

CTSB currently circulates important information across many platforms, providing integrated communication services, which prove to be crucial, especially in communities, such as the Five Towns that make up the CAC, as all suffer from some lack of broadband connectivity, cell service, and local journalism. It is essential that baseline essential information be available to all on a non-discriminatory basis.

It is clear that federal and State agencies have not kept pace with PEG Access broadcasting needs, including funding. In addition, regulatory decisions that erode local control have negative consequences. The Cable Communications Policy Act of 1984 needs to be seriously updated to reflect industry trends and the consequences of tying PEG Channels and their funding needs to just the Cable TV subscriber base, which is shrinking each year. The streaming media services and their users are getting a free ride, while such service providers are reaping advertising money.

Privacy

Spectrum collects an enormous amount of subscriber information from its Cable TV, broadband, voice and other services that they outline in their privacy policy. The information is “anatomized” and used to improve and customize services, compile a profile of users’ location and interests, deliver ads that fit those interests. Spectrum shares and uses third-parties to process your subscriber information data. Until privacy legislation and regulation catch up per

haps thru the FTC, most of us are left in the dark about what personal information is being used, how and by whom. Five Town subscribers are largely unaware or likely do not fully understand or may be confused about privacy because few have carefully read Spectrum’s privacy policy. Even when the policy is read, it can be confusing. For example, Spectrum’s privacy statement states *“your browser or device may include “Do Not Track” functionality. Our information collection and disclosure practices, and the choices that we provide, will continue to operate as described in this Privacy Policy, whether or not a Do Not Track signal is received”*. So much for respecting a subscriber’s “Do Not Track” choice. Spectrum also states *“We do not sell or otherwise share information that “personally identifies” our customers, including their Internet Usage Information, Video Usage Information, or Call Detail Information”*, but unfortunately, the third parties they provide the information such as your IP address, advertiser IDs and other persistent identifiers may have the potential to personally identify you.

Data collection should be on everyone’s radar screen. Recently, the FTC sues Kochava (3rd party data broker) for selling data that tracks people at reproductive health clinics, places of worship, and other sensitive locations from hundreds of millions of mobile devices.

<https://www.ftc.gov/news-events/news/press-releases/2022/08/ftc-sues-kochava-selling-data-tracks-people-reproductive-health-clinics-places-worship-other>

Five Town subscribers can better manage how Spectrum sends certain marketing and advertising messages by an on-line “opt out” form if you do not want to be contacted by phone, email, direct mail, or certain marketing messages that may be based on your current Spectrum services. You can also opt out by phone, by calling a Spectrum customer representative at 1-855-75-SPECTRUM.

You can and should learn more about Spectrum’s privacy policy on their website at:

<https://www.spectrum.com/policies/your-privacy-rights>

On August 11, 2022, the Federal Trade Commission (FTC) announced proposed rulemaking pertaining to “commercial surveillance and lax data security.” The focus of the potential rulemaking is consumer privacy and data security. The FTC states in its notice that its “extensive enforcement and policy work over the last couple of decades on consumer data privacy and security have raised important questions about the prevalence of harmful commercial surveillance and lax data security

practices” and that this experience has suggested enforcement alone without rulemaking is not sufficient. A very informative FTC fact sheet of this surveillance can be found at:

https://www.ftc.gov/system/files/ftc_gov/pdf/Commercial%20Surveillance%20and%20Data%20Security%20Rulemaking%20Fact%20Sheet_1.pdf

Future Funding for Public Access (PEG) Channels

The State of Massachusetts General Court has discussed how to address this funding shortfall as it has been playing out in real time for several recent sessions. Most recently in the 192nd General Court this matter is the subject of House No. 4045 (H.4045), *An Act relative to digital entertainment on public rights of way* and has advanced the concept of a “Streaming Entertainment Fund”.

As noted in the CTBS Annual Report for 2022:

“The bill would require streaming services to pay 5% of all revenue generated from sales in Massachusetts for the use of the “public right of way” infrastructure. The idea behind the fee is similar to the current policy requiring cable companies...to pay a “franchise fee” to the cities and towns they operate in for the use of the physical cables. Funds generated from the fee would be collected in a new “Streaming Entertainment Fund”, which would be doled out to cities and towns based on population, with two-fifths earmarked for community media centers.”

Briefly expanding further, H. 4045 has several key components:

- A 5% Fee On Streaming Providers’ Gross Revenue on any streaming entertainment service operator’s gross revenues derived from the sale, lease, or monetization of streaming entertainment to individuals and businesses in Massachusetts.
- A “streaming entertainment operator” is defined as “any company, entity, or organization that provides streaming entertainment services and delivers such entertainment via digital infrastructure.”
- A “streaming entertainment service” is defined as any paid service with more than \$250,000 in gross revenues from users in Massachusetts that sells access to audio, video, or computer-generated or computer-augmented entertainment and delivers such entertainment via digital infrastructure. Accordingly, streaming services that earn less than \$250,000 in gross revenues in Massachusetts would be exempt from the fee.
- Fees paid by streaming entertainment operators will be held in a Streaming Entertainment Fund, which will distribute money bi-annually according to the following formula: One-fifth of the fund will be distributed to the Commonwealth General Fund; Two-fifths will be distributed to municipalities and local governments and further allocated proportionally based upon population; and (iii) Two-fifths will be distributed to community media centers and further allocated proportionally based upon population.

H.4045 was not passed in the 192nd General Court before its July 31, 2022 recess and will have to be refiled in the 193rd General Court session begins in 2023, unless passed in informal session. As expected, streaming services have objected to the bill citing that they do not use the same public infrastructure Cable TV does.

Another potential future funding issue for community TV is the FCC’s “Third Order” which expands the class of “in-kind” services the value of which are to be considered “franchise fees” and

which can therefore reduce the level of cash payments to Community TV stations. On May 26, 2021, a Sixth Circuit panel rejected challenges by numerous municipalities to a 2019 order by the Federal Communications Commission (FCC) that most “in kind” (non-cash) contributions required by cable franchisees qualify as franchise fees subject to the federal Cable Act’s 5% cap. The order is under court appeal.

Without securing adequate new funding for all Community Access Television, it is hard to see how PEG Access channels will survive in their current form. The Five Town Cable Advisory Committee will be supporting and lobbying for passage of the bill filed to replace H.4045 in the 193rd General Court.

The Five Town Cable Advisory Committee (CAC)

The Five Town Cable Advisory Committee is a public body comprised of up to three (3) representatives appointed by the Select Board in each of the five (5) Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge. The Select Board in each of these Five Towns is also each Town's Issuing Authority. Each Town has a single vote at each CAC meeting, no matter how many representatives are present from a single Town. The CAC is led by a chair (currently Linda Miller), elected by a majority of the CAC, or by a minimum of three (3) of five (5) Towns. CAC meetings are subject the MA Open Meeting Law and held quarterly on a rotating schedule rotated among Five Towns, unless otherwise needed.

The CAC's authority is vested by each Town's Issuing Authority and included in each Town's Cable TV License Agreement as stated below:

"Section 7.4 ADMINISTRATION OF THE CABLE SYSTEM, CABLE ADVISORY COMMITTEE, AND REGIONAL CABLE ADVISORY COMMITTEE

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

(b) The Licensee shall meet with the Issuing Authority or the Cable Advisory Committee or the Five Town Cable Advisory Committee to review the Licensee's compliance to the License as well and to review other issues related to this License. Such meetings may be requested by the Issuing Authority, the Cable Advisory Committee, the Five Town Cable Advisory Committee, or the Licensee."

In performing its responsibilities, the CAC:

- Informs and educates the public of the five Town's it represents about Cable TV services and the contents of the License Agreement, including what is and is not included;
- Assesses the cable TV needs of these communities and recommends License Agreement changes;
- Conducts regularly scheduled quarterly meetings, and others as needed, with Licensee's representative(s) to discuss matters of mutual interest;
- Advocates for Cable TV subscribers, users, and potential subscribers;
- Reports to Issuing Authority on Licensee's compliance with the License Agreement;
- Meets quarterly with the Access Corporation's (CTSB) management to review performance, any community programming issues, and upcoming plans
- Reviews all reports filed by the Licensee;
- Reviews Licensee's response to complaints;

- Responds to residents' questions regarding the Cable TV system and the delivery of all customer services;
- Provides education, training, and guidance to newly licensed Cable TV communities, per their requests; and
- Keeps abreast of cable TV industry trends and actions by other MA municipalities regarding cable TV licensing.

Role of the Five Town Cable Advisory Committee (CAC)

As part of the Renewal License process, the CAC, in its capacity as the Charter Communications Cable Negotiating Committee, is charged with conducting a formal review and ascertainment of the Five Town's municipal and residents' Cable TV needs and services relative to those received under the current Cable TV License. The current Cable TV License Agreements are due to expire on February 28th, 2023.

The CAC has been ascertaining the needs of the five communities through different avenues and processes, including, but not limited to, public hearings; an extensive subscriber and residential survey; meetings with relevant Town department heads and Community Television of the Southern Berkshires (CTSB); review of Spectrum performance and other provided measurements; and other feedback from the community, all of which have allowed the CAC to do a review and analysis of performance of the cable TV operator.

The CAC will summarize and report their ascertainment Phase One findings and recommendations to the respective Town's Select Boards, as well as has applied this information to the development of the proposed Renewal License provided to the Cable TV provider, Charter Communications, Inc.

All these actions support the ultimate goal of the Charter Communications Cable Negotiating Committee, which is, through its comprehensive review and in-depth analysis of the community's Cable TV needs, to negotiate a Cable TV Renewal License Agreement that meets as many of the identified community needs as possible.

Massachusetts Cable TV License Renewal Process

The Massachusetts Cable TV License Renewal process follows the framework set forth by federal law providing a 36-month period in which to conduct license renewal proceedings; this period is often referred to as the "Renewal Window". The Issuing Authority may commence the formal renewal process on its own initiative and must inform the cable TV operator that it has done so. Massachusetts Department of Telecommunication and Cable ("the Department") has interpreted federal law as requiring the Issuing Authority(ies) to complete ascertainment no later than six months prior to the current license expiration date, which in the case of this Cable TV License Agreement is August 28, 2022. The Department provides a comprehensive guide for renewals: [mass.gov/media/5451/download](https://www.mass.gov/media/5451/download).

The License Renewal process consists of two phases:

- **Phase One:** Review Cable TV operator's performance under the current License Agreement, while ascertaining the needs and interests of the served communities. "Ascertainment" is usually between 24-30 months in duration. This phase formally begins with a Renewal Letter issued by the Licensee or "626 letter".

The steps involved in Phase One are:

- Hold a public hearing
- Conduct a municipality-wide survey
- Meet with community organizations such as schools, senior citizen centers, and police and fire services to determine their proposed needs
- Review the current license held by the cable TV operator in the municipality to determine, for example, which terms and conditions have been particularly beneficial to the community
- Review the cable operator's financial forms (Forms 200 and 400)
- Review consumer complaint records, including Form 500, and municipal records
- Obtain and review a map of the service area, often referred to as the strand map, to determine, in part, whether there are unserved parts of the community
- Tour the cable operator's technical facilities (i.e., headend) and PEG Access studio
- Review licenses granted by other communities in Massachusetts. (Many have been filed electronically and are available on the Department's web site.)

In addition to the steps outlined in Phase One, the Five Town Advisory Committee will provide the Ascertainment document to each of the five Issuing Authorities, Charter Communications, Inc. and the Department and make it available to the public through the five Issuing Authorities' respective websites, as well as hardcopies at each Town's Library, Senior Center, and Town Clerk's office. The report, which you are reading now, also includes a proposed Renewal License from which to begin renewal license negotiations.

- **Phase Two:** Requires the application of the results of Phase One to the review of the Cable TV operator's Renewal License - proposal. This phase formally begins when the Cable TV operator submits its proposal on the Department Form 100, often with supplemental information.

The steps involved in Phase Two are as follows and will commence upon receipt of the Charter Communications' proposal and will be completed by each Issuing Authority in conjunction with the CAC:

- Provide prompt public notice that the cable operator has submitted a renewal license proposal;
- During the four-month period that begins upon the receipt of the proposal, renew the franchise, or issue a preliminary assessment that the franchise should not be renewed; and
- At the request of the cable operator or on its own, commence an administrative proceeding to consider whether:
 - The cable operator has substantially complied with the material terms of the existing franchise and with applicable law;

- The quality of the cable operator’s service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the cable system, has been reasonable in light of community needs;
- The cable operator has the legal, financial, and technical ability to provide the services, facilities, and equipment as set forth in the cable operator’s proposal; and
- The cable operator’s proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

Phase One Implementation

The CAC laid out the following Phase One Implementation Plan:

- By June 14th, 2022: Conduct a public meeting with the Spectrum’s representative and Five Town Cable Advisory Committee at which the License Renewal process will be reviewed.
- By June 20th, 2022. Complete a paper and on-line cable TV survey open to residents of all Five Towns in the License Renewal process.
- By July 15, 2022: Post cable TV survey results on all Five Town websites.
- By August 14, 2022: complete draft ascertainment proposal document
- By August 30th, send letter to the Five Towns / Issuing Authorities notifying them of the CAC progress on this matter including the completion of the ascertainment being complete. Include Phase Two preliminary schedule for Renewal License negotiation pending response and proposal from Charter Communications. Individual CAC Town representatives, or the entire CAC, will make themselves available for Town questions.
- By August 30th, 2022: complete review of the CAC’s License Renew Proposal by legal counsel; consider counsel’s review of Ascertainment document.
- By September 1st, 2022: Release the Ascertainment document by email and certified mail including a proposed Renewal License to Charter Communications, Inc.. A formal response within thirty days will be requested as recommended by Mass DTC.. Copies will be sent to all relevant parties; documents will be posted to the website of the Five Towns. A press release will be sent to Berkshire Eagle and Berkshire Edge for immediate release. (This meets the legal requirements for the Issuing Authorities to complete ascertainment no later than six months prior to the current license expiration date.
- Begin implementation of Phase Two.

Additional implementation information on Phase One activities is provided below.

Hold a public hearing

All quarterly Five Town CAC meetings are posted in advanced at each of the Town’s websites in compliance with the MA Open Meeting Law; Spectrum’s representative receives notice, and the public is invited and encouraged to participate. The meetings are recorded and televised by CTSB and available afterwards through web streaming at CTSB.org. Residents at each meeting are given an

opportunity to speak to CAC members as well as Spectrum representatives. The next quarterly meeting will be held on Tuesday, September 13, 2022. Location will be posted on all Town websites.

After Spectrum submits a proposal to the Five Town CAC, the CAC will schedule a public hearing inviting the public to discuss the pros and cons of Charter Communications' Renewal License proposal with the CAC as to whether:

- Charter Communications has substantially complied with the material terms of the existing franchise and with applicable law;
- The quality of Spectrum's service, including signal quality, responds to consumer complaints and billing practices, but without regard to the mix or quality of cable TV services or other services provided over the cable system, has been reasonable in light of community needs;
- Charter Communications has the legal, financial, and technical ability to provide the services, facilities, and equipment as set forth in the cable operator's proposal; and
- Charter Communications' proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

At this same meeting, the CAC will review its ascertainment process and encourage public comment on the proposed Cable TV Renewal License.

Conduct a Five Town-wide Cable TV Subscriber Survey

State and federal laws protect a municipality's right to assess the cable operator's past performance and determine the future needs and interests of the communities. To that end, the Five Town Cable Advisory Committee conducted a survey of cable subscribers using two different formats to reach the widest possible audience.

- Paper surveys and collection boxes were placed at each of the Four Town's Town Halls, Libraries, and post offices (all but Sheffield, which did not place them in the Post Office but at its Senior Center in addition to the other mentioned locations) from Feb. 1st - May 7th, 2022. A PDF format was also posted to Town websites for subscribers to print at home and then either mail or drop off at various locations.
- On-line surveys (thru SurveyMonkey via the Town of Lee's license) were posted to each the Five Town websites between March 18th and May 7th, 2022.
- The cable TV survey availability was announced at the CAC's March 8, 2022 meeting and one or more Select Board meetings and through email blasts of one or more of the Towns.

A total of 464 surveys were collected. There is a high degree of correlation between the paper and on-line survey results. About 24% of respondents self-identified as current non-subscribers of cable TV services (unfortunately the survey did not ask if they had subscribed in the past) and over 94% self-identified as current Spectrum internet users.

Statistically, given the large number of surveys collected and a total of 6,392 Spectrum / Charter subscribers, the confidence level in the survey is over 95% with a margin of error of +/- 4.38%.

The Survey, which follows in its entirety, asked sixteen straight-forward questions to gather information on:

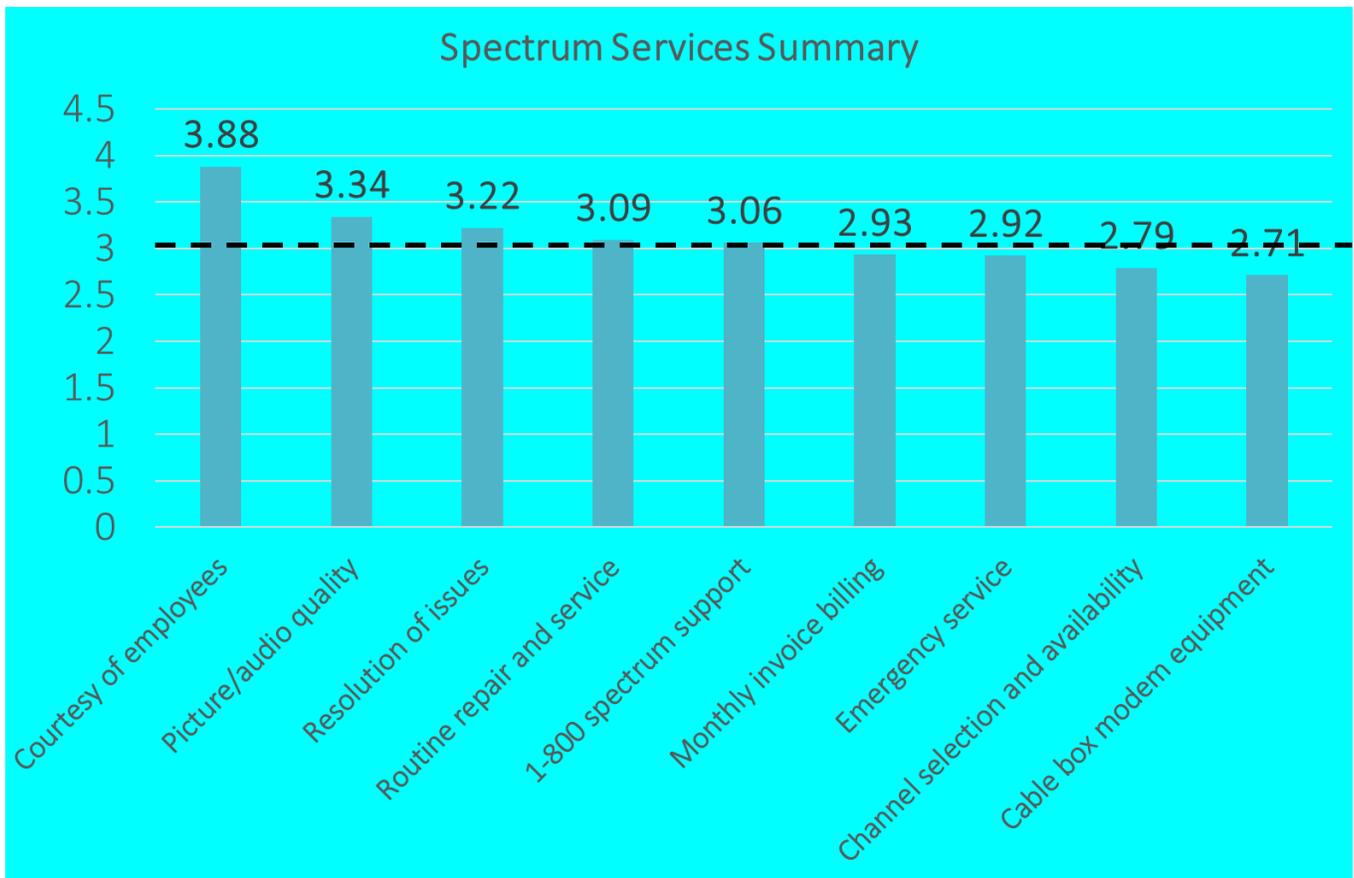
- Demographics
- Overall viewing habits
- Choice of Spectrum services, especially Cable TV services
- Program choices, including opinions on “a la carte” channel selection and tier selection
- Ratings on Spectrum service including:
 - monthly invoice billing
 - routine repair and service
 - emergency service
 - courtesy of employees
 - resolution of issues
 - picture/audio quality
 - channel selection and availability
 - and cable box modem equipment
- Streaming habits
- CTSB, including:
 - viewing
 - viewing choices, and frequency of same
 - awareness of channel placement and CTSB’s website
- Any other comments respondents wished to add

When given the opportunity to add additional comments, 286 written comments were received.

In general, the committee found these common themes in these comments:

- Residents would prefer “a la carte” customizable programming
- Cable TV is too expensive with too many rate increases
- Would appreciate special senior pricing
- Would strongly prefer Massachusetts (not New York) stations
- interest in an alternative to Spectrum / Charter

Questions related to the range of Spectrum services yielded the following result:



Spectrum's service level for the following categories on a scale from 1 (extremely dissatisfied) to 5 (extremely satisfied).

The complete Five Town Cable TV Subscriber Survey and results follow and may also be found at: <https://www.townoflenox.com/home/news/consolidated-five-town-cable-advisory-survey-results>

Meet with community organizations, such as schools, senior citizen centers, and police and fire services, to determine their proposed needs

The existing Five Town licenses, the Licensee:

“Shall provide, free of charge, a Standard Installation (250 feet) and Basic Cable Service to all public libraries; police and fire stations; Town Hall; Senior Center; Non-Profit Municipally-owned Community Centers Town Highway Garages and public buildings as designated in writing by the Issuing Authority per MGL c. 166a, s.5(e). Such locations receiving free basic cable service as of the Effective Date will continue to receive it, regardless of the length of the drop”.

In conversations with community organizations from all Five Towns, the committee has found that some public buildings are not currently receiving Basic Cable TV as outlined in the respective Cable TV License agreements, as reported below. The committee is working to resolve these issues.

Town of Lenox

The committee found that Basic Cable TV was not installed in either the library or the Lenox Community Center / Senior Center and is the process of requesting this service.

Position	Phone	Email / Contact Info	Still being used?	Any Issues With Current Cable TV Service?	Recommended Changes (if any)
Library Director	(413) 637-0197 ext. 121	koneil@lenoxlib.org	No	Yes	Yes
Chief of Police	413-637-2346	lenoxchief@townoflenox.com	Yes	No	No
Chief	(413) 637-2347	cobrien@townoflenox.com	Yes	No	No
Town Manager	(413) 637-5500 ext.	cketchen@townoflenox.com			
Assistant Director	(413) 637-5535	Same as Darlene's	No		TBD
Director	(413) 637-5530	Contact Darlene McCauley Lenox, MA (townoflenox.c	No		TBD
Contact William J. Gop Lenox	(413) 637-5525		Yes	No	No
"					No
Superintendent of Schools	(413) 637-5550	No emai contact			
Chairperson		Contact Robert Vaughan Lenox, MA (townoflenox.co	No		

Town of Sheffield

The committee found that Basic Cable TV was not installed in the fire department and is the process of requesting this service

Building	Responsibility	Position	Phone	Email / Contact Info	Still being used?	Any Issues With Current Cable TV Service?	Recommended Changes (if any)
Bushnell-Sage Library	Deena Caswell	Library Director	229.7005	dcaswell@cwmars.org	No	Yes	TBD
Police	Eric Munson III	Chief of Police	229.8522	emunson@sheffieldpd.com	Yes	No	No
Sheffield Volunteer Fire Department	Kaileen Wolfe	Volunteer firefighter	229.7033	krwolfe.kw@gmail.com	No	Yes	Yes
Town Hall	Rhonda LaBombard	Town Administrator	229.7000	rlabombard@sheffieldma.gov	No	No	No
			x152				
Senior Center	Kathie Loring	Executive Director	229.7037	Kloring@sheffieldma.gov	No	Yes	Yes
SBRSD – Southern Berkshire Regional School District	Chris Thompson	Technology Director	248.0767	cthompson@sbrsd.org	No	Yes	Yes

Town of Stockbridge

The committee found that Basic Cable TV was not installed in the Stockbridge Senior Center and is the process of requesting this service. In addition, the committee found the cable TV supplied to the Police Dept. was currently being paid by a non-profit police support group. The town manager was notified that the service should be provided by Spectrum at no additional cost to the town.

Building / Area	Responsibility	Position	Phone	Email / Contact Info	Still being used?	Any Issues With Current Cable TV Service?	Recommended Changes (if any)
Fire Dept.	Vincent Garofoli	Chief	413-298-4866	firechief@stockbridge-ma.gov	Yes	No	No
Police Dept.	Darrell Fennelly	Chief	413-298-4179	policechief@stockbridge-ma.gov	Yes	Yes	Contact Mike
Town DPW	Hugh Page	Highway Superintendent	413-298-5506	highway@stockbridge-ma.gov	?	?	?
Library	Wendy Pearson	Library Director	(413) 298-5501	wpearson@cwmares.org	No	No	No
COUNCIL ON AGING – STOCKBRIDGE SENIOR CENTER	Diane Sheridan / Theresa Zanetti	Chair	413-298-4170 ext 250	coa@stockbridge-ma.gov	No	Yes	Yes
Town Hall	Michael Canales	Town Administrator	413-298-4170 ext 100	TownAdministrator@stockbridge-ma.gov			

Information from the Town of Lee and the Town of Great Barrington will be made available when the data is received.

Review the current license held by the cable TV operator in the municipality to determine, for example, which terms and conditions have been particularly beneficial to the community.

The committee reviewed the current Cable TV License Agreement in order to meet this requirement. It is important to note that the Cable TV License negotiated in 2013 was a merger of two separate Time Warner Cable TV contracts into one unified contract. Four of the current Five Towns, Great Barrington, Lee, Lenox, and Stockbridge were under the same license and Sheffield was under a different license. It made sense to all the Towns and Time Warner Cable to negotiate a single Renewal License. Prior to the 2013 Renewal License, many of the Towns had gone through a list of Cable TV companies, which had been subsequently acquired by other Cable TV companies until Time Warner Cable TV was the dominant carrier in the area. The 2013 Renewal License, which is the subject of this Renewal License process, was primarily based a 2003 Cable TV License from Century Berkshire Cable Co..

Given the sparse population of Berkshire County, the distance between residences, low growth prospects, the cost-of-service provision, and current industry trends, it is highly doubtful the area will ever see competition for Cable TV Licensing. Through no fault of its own, Charter Communications faces no traditional competition in Berkshire County. All five Town Cable TV Licenses were assigned to Charter Communications when they acquired Time Warner Cable TV in 2005.

Following detailed reviews of the current Cable TV License for terms and conditions that have been particularly beneficial to the community, it was noted such conditions were few given Charter Communications' implementation of the Cable TV License. It was determined their beneficial nature, as well as many other terms and conditions, needed to be improved and significantly strengthened to ensure the benefit of the Renewal License to the communities of each of the Five Towns.

It is the committee's opinion the current license agreement includes the following terms and conditions that have been particularly beneficial to the communities:

- Standard Installation and Basic Cable Service at no cost to public libraries; police and fire stations; Town Halls; Senior Centers; Non-Profit Municipally owned Community Centers; Town Highway Garages; and other public buildings
- Standard Installation and Basic Cable Service at no cost to all public schools, including two Regional School Districts as well as the requirement that Licensee install additional Cable TV outlets in the public schools and Regional School Districts on an as needed basis as mutually agreed upon with the Issuing Authority(ies)
- Emergency Alert System ("EAS") in accordance with FCC regulations
- Public access to programming on the three PEG Access channels
- Annual payment to the Town's to fund CTSB for PEG Access purposes equal to five percent (5%) of the Licensee's Gross Annual Revenues
- A onetime payment of \$212,000 payment in 2013 used for PEG Capital Needs to the Five Towns, which was separate from the annual 5% payment
- A modest (\$.50) ("License Fee") per Town subscriber per year payable to the Town
- Customer service office's location in Lee, MA

The committee also reviewed the result of the Survey in which respondents favorably rated or commented on terms and conditions of the Cable TV License. These were:

- Somewhat reliable TV and broadband network.
- Spectrum quick to repair downed lines from storm damage and service interruptions
- Web notifications on service outage and estimated time to repair are helpful

- Spectrum's on-line billing to credit cards
- Ability to save by bundling internet, Cable TV, and phone
- Local Spectrum customer service office in Lee

Also reviewed were the result of the Survey in which respondents unfavorably rated or negatively commented on terms and conditions of the Cable TV License. These were:

- Charter Communications' reluctance to provide lower cost options when subscriber locked into a high cost premium programming package
- Lack of any meaningful competition in the 5 Town area for provision of Cable TV
- Introductory, teaser rates as well as arbitrary rate increases that exceed the Cost of Living
- Fees, taxes, rental costs in general
- TV video interruptions and freezing, glitches, and video and sound being out of synch.
- Dropped channels
- Lack of Massachusetts based network channels, news, legislative, and sports coverage. Examples included Red Sox, Patriots, and Bruins' broadcasting
- Massive gaps in channel coverage, redundant channel programming
- Paper billing in general, including recent zip code issue, late invoices, and too quick of service cancellation for non-payment
- 1-800 Spectrum in general
- Ongoing service issues
- Inaccessibility of CTSB channel assignments 1301, 1302 and 1303
- Poor CTSB TV video quality; though all PEG Channels are produced and recorded in HD then downgraded by Spectrum to standard definition

Review the cable operator's financial forms (CTV Forms 200 and 400)

The committee has reviewed Charter Communication submitted Forms 200 and 400. These were provided on 4/27/2022 showing the CTV Form 200 for the year ending 12/31/21 and the CTV Form 200 for the same year ending. The committee has no comments on either of these forms other than to note that Total Net Assets increased by \$19.6 million dollars, of which an increase of \$19.9 million dollars is derived from subscriber devices.

Review consumer complaint records, including CTV Form 500 and municipal records

Members of the committee were shocked to find upon review of Charter Communications' CTV Form 500 for 2020 and 2021 that they showed the following information, which is in direct contradiction to subscriber survey results, subscriber's written comments, and CAC member's personal experiences in assisting subscribers who have been unable to resolve their complaints.

Town		Year 2020					Year 2021				
		Complaints	Average Resolution Time	Resolved to the satisfaction of both parties	Resolved, customer dissatisfied	Not resolved	Complaints	Average Resolution Time	Resolved to the satisfaction of both parties	Resolved, customer dissatisfied	Not resolved
Gt. Barrington	Billing	3	4-7 Days	3	0	0	3	4-7 Days	3	0	0
	Customer Service	3	4-7 Days	3	0	0	1	4-7 Days	1	0	0
	Reception	1	4-7 Days	1	0	0	1	4-7 Days	1	0	0
Lee	Billing	2	4-7 Days	2	0	0	2	4-7 Days	2	0	0
	Customer Service	1	4-7 Days	1	0	0	0	4-7 Days	0	0	0
	Reception						0		0		
Lenox	Billing	1	4-7 Days	1	0	0	1	4-7 Days	1	0	0
	Customer Service	7	4-7 Days	7	0	0	7	4-7 Days	7	0	0
	Reception	0	0	0	0	0	0	0	0	0	0
Sheffield	Billing	1	4-7 Days	1			0	4-7 Days	0		
	Customer Service						1		1		
	Reception						1		1		
Stockbridge	Billing	4	4-7 Days	4	0	0	1	4-7 Days	1	0	0
	Customer Service	1	4-7 Days	1	0	0	3	4-7 Days	3	0	0
	Reception						0		0		
		24	0	24	0	0	21	0	21	0	0

Written survey comments from subscribers were indicative.

- *“We would like other options. Service recently has been fine, but we've been through 4 -6 cable boxes and 2 modems. Each failure brings a repairman who knows PRECISELY how to fix the problem and then, there is failure again.”*
- *“Internet keeps going out and not as fast as they say. Keeps dropping you off. Cable boxes are old and keep needing to be rebooted”*
- *“Internet service is good. TV service is the worst I have ever experienced. At over \$250/month I should not need to reboot my modem television boxes three times a week. Verizon Fios and Comcast are vastly better services.”*

When several members of the CAC discussed this issue of connector boxes with the local Spectrum store clerk at Spectrum’s customer service location, she said the Spectrum store replaces 2-3 such devices PER WEEK due to subscriber complaints. However, she noted the vast majority of such replacement boxes are mailed directly to the subscriber’s home on the 1-800 Spectrum service representatives recommendations following a subscriber’s reception complaint being received or at the request of a local service technician after a home trouble call. The area’s Spectrum service manager, during the CAC’s June 2022 quarterly public meeting did not dispute the replacement of “hundreds” of cable boxes per year”. He said that such numbers are “routine” given the 6,392 subscribers in our respective five town area.

The issue at hand for the committee is that Charter Communications’ Form 500 reflects virtually no reception complaints for the past 2 years, as shown above for 2020 and 2021.

The current Five Town License Agreements define a complaint as:

“Any customer inquiry regarding picture quality, service requests, other technical matters or billing”

which is consistent with the Massachusetts DTC Department’s Form 500 Adoption Order 1999 defines a complaint as:

“Any written or verbal contact with a cable operator in connection with a subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the operator’s control, and (2) requires a corrective measure on the part of the operator”.

Unfortunately, the Five Town’s Charter / Spectrum area representative has been less than forthcoming and evasive in inquiries regarding their record keeping on complaints and subscriber equipment complaints, telling the CAC at a public meeting that Charter / Spectrum only replaces the boxes *“when a customer asks for one”*. The CAC found the representative’s multiple responses to questions on how subscriber complaints were shown to be improperly recorded as willful ignorance. Charter / Spectrum is replacing hundreds of cable boxes following customer complaints and not listing any of these complaints in their annual Form 500 filings per our license agreement and the MA DTC Form 500 guidance. The Five Town CAC has elevated this MA DTC and license compliance issue to the Mass Department of Telecommunications and Cable.

It’s the CAC’s opinion that Charter Communications / Spectrum:

- 1) Is in violation of the Department’s Form 500 Adoption Order 1999 and the current Cable TV License agreements by filing inaccurate annual Form 500, which annually have grossly underreported the true tally of subscriber complaints;
- 2) In light of Charter’s / Spectrum misleading and inaccurate Form 500 filing, the CAC has been unable to properly assess the cable operator’s past performance as part of our Ascertainment process; and
- 3) In the proposed Renewal License, and any proposal received from Charter Communications, the CAC will insist on an increase of performance bond, inclusion of liquidated damages, and other license language additions to address the gross and continued under-reporting of subscriber complaints.

Obtain and review a map of the service area-to determine, in part, whether there are unserved parts of the community

Members of the committee have reviewed recently submitted strand maps in the Five Town Area and in general found that the vast majority of the Five Town area have cable TV service. Each Town and Issuing Authority will address the small number of areas without service in their respective Town, as the CAC does not anticipate or expect Charter Communications to build out its network other than by the terms and conditions of the current license and proposed Renewal License. Issuing Authority(ies) may seek to do so through ARPA funds or potential federal and State grants.

Tour the cable operator’s technical facilities (i.e., headend) and PEG Access studio

Members of the CAC have visited Spectrum’s customer service office in Lee, 20 Silver Street, on several occasions. The last formal meeting conducted at this location, which also serves as the headend location, was on April 7, 2020 to review detailed maintenance and outage logs, strand maps, as well as financial forms with Spectrum’s representatives. Also discussed was the required technical infrastructure and costs required to broadcast all three PEG Access channels in HD TV from CTSB’s studio.

Members of the CAC have also been to CTSB’s PEG Access studio on many occasions and have a standing invitation to drop in at any time during normal business hours for a tour of the facility located at 40 Limestone (Route 102), Lee.

Review licenses granted by other Massachusetts municipalities

Massachusetts DTC web site lists 351 municipalities in Massachusetts, of which 193 municipalities have one Cable TV licensee provider, 106 have two providers, and 14 have three providers. The population per square mile and the location of a municipality adjacent to a large urban area, such as Boston, equates favorably to the number of providers.

The number of licenses by provider documented by the Department is as follows:

Comcast	240
Verizon	114
Charter	70
RCN	19
Cox	1
Town Provider	3
No Cable	39

Charter Communications Cable TV licenses fall primarily in Western Massachusetts, west of Worcester.

Based on our research, it's the committee's assessment that it's highly unlikely Southern Berkshire County's economic base could support more than one traditional Cable TV provider. However, given industry trends, including changing consumer habits, cable-free "Home 5G" service through Verizon, T Mobile, and AT&T with streaming TV could be a competitive (abet unlicensed) alternative to Charter Communications in the next several years.

City / Town	Total Population (2020 Census)	Total Area in square miles	Population per square Mile
Lee	5788	26.1	222
Lenox	5,095	21.2	240
Great Barrington	7172	44.8	160
Sheffield	3,327	48.6	68
Stockbridge	2,018	18.7	108
Five Town cumulative total:	23,400	159	NA

In contrast, the population / area statistics for three urban municipalities with multiple Cable TV providers show multiples higher population densities:

Newton	88,923	18.16	4,897
Boston	689,326	4840	14,242
Arlington	46,308	5.50	8,427

In general, the committee found that Massachusetts Cable TV license agreements, even between different cable TV providers, are remarkably similar.

- All licenses are highly regulated by state and federal law
- All are non-exclusive, revocable cable television renewal licenses to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System and provide cable service within municipal
- The typical license renewal term, the maximum term under FCC regulations is 10 years. A few towns (Westfield and recently renegotiated Belmont for example) have opted for a shorter, 5 year renewal term.
- All licenses typically include a license fee to the Issuing Authority equal to fifty cents (\$.50) ("License Fee") per subscriber per year as provided in M.G.L. c. 166A, §9. This cost is directly passed along to the subscriber as an added fee.
- If the municipality is associated with a Community TV station, the Licensee typically provides an annual payment to the Town, or the Access Corporation, for PEG Access purposes, which is between two and the FCC maximum of five percent (5%) of the Licensee's Gross Annual Revenues. This cost is directly passed along to the subscriber as an added fee.
- If the municipality is associated with a Community TV station, the Licensee typically includes PEG Capital access funding for technical equipment improvements. The amount varies widely, based on community TV needs, of between \$1.60 to \$18.08 per subscriber per year. This capital cost is directly passed along to the subscriber as an added fee.
- If the municipality is associated with a Community TV station, the number of PEG Channels vary between 1 and 3. More recent license agreements require at least one high-definition (HD) channel.
- Minimum cable drops per aerial mile the licensee is required to provide for Cable TV service at no cost to a subscriber start at 15 drops per aerial mile and increase to no limit. The Five Town licenses include 20 drops per ariel mile
- Line extension distances, the distance by which the licensee must extend the cable service from the cable plant in the public way without charge to consumer, range from 125' and 250'. The Five Town licenses line extension distance is 250'
- Virtually all of PEG Channels in communities East of Berkshire County are broadcast on lower, double digit channel numbers (including Charter / Spectrum's), making their community TV stations much more accessible to subscribers. While all of Charter Communications /Spectrum's Community TV stations in Berkshire County broadcast PEG Access channels on channels 1301, 1302 and 1303. This information is contained in the table below.

Community TV Stations and PEG Access Channel Assignments in Berkshire, Franklin, Hampshire, and Hampton Counties

Town/City	CMC	Berkshire	Franklin	Hampshire	Hampton	Provider
Amherst	Amherst Media			12, 15, 17		Comcast
Buckland	Falls Cable		17			Comcast
Cheshire	Northern Berkshire Community Television	1301, 1302, 1303				Charter / Spectrum
Clarksburg	Northern Berkshire Community Television	1301, 1302, 1303				Charter / Spectrum
Conway	Frontier Community Access TV				12, 15,23	Comcast
Dalton	Dalton Community Cable Association	1301, 1302, 1303				Charter / Spectrum
Deerfield	Frontier Community Access TV				12, 15,23	Comcast
Granby	Granby Community Access and Media Inc.			12,15		Comcast
Great Barrington	CTSB (Community Television for the Southern Berkshires)	1301, 1302, 1303				Charter / Spectrum
Greenfield	Greenfield Community Television		15			Comcast
Holyoke	Holyoke Media				12, 15, 23	Comcast
Lanesborough	LCATV	1301, 1302, 1303				Charter / Spectrum
Lee	CTSB (Community Television for the Southern Berkshires)	1301, 1302, 1303				Charter / Spectrum
Lenox	CTSB (Community Television for the Southern Berkshires)	1301, 1302, 1303				Charter / Spectrum
Ludlow	LCTV				191, 192, 193	Comcast
North Adams	Northern Berkshire Community Television	1301, 1302, 1303				Charter / Spectrum
Northampton	NCTV	12, 15, 23				Comcast
Palmer	M-Pact TV				12, 15	Comcast
Pittsfield	Pittsfield Community Television	1301, 1302, 1303				Charter
Russell	Russell Municipal Cable TV				N/A	Municipal
Sheffield	CTSB (Community Television for the Southern Berkshires)	1301, 1302, 1303				Charter / Spectrum
Shellburne	Falls Cable		17			Comcast
Springfield	Focus Springfield				12, 15, 17	Comcast
Stockbridge	CTSB (Community Television for the Southern Berkshires)	1301, 1302, 1303				Charter / Spectrum
Sunderland	Frontier Community Access TV		12, 15,23			Comcast
West Springfield	West Springfield Public Access TV				15	Comcast
Westfield	Westfield Community Access Television				12, 15	Comcast
Whately	Frontier Community Access TV				12, 15,23	Comcast
Wilbraham	Wilbraham Public Access				191, 192, 193	Charter / Spectrum
Williamstown	Willinet	1301, 1302, 1303				Charter

It is important to note that the PEG Access channel numbers were previously 16, 17, and 18 in Berkshire County until the transition from analog to digital TV in +/- 2019. The transition to channel 1301, 1302 and 1303 was done under a clause in the 2013 agreement without prior discussion or negotiation with the Five Town Issuing Authorities.

Phase 1 License Renewal Requests to Spectrum

The Five Town Cable Advisory Committee, representing the residents of the Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge completed ascertainment as of August, 2022.

The letter of transmittal will be sent on August 30, 2022 notifying Spectrum that the Five Town CAC has completed ascertainment. A copy of ascertainment results as part of an RFP and a draft license agreement containing terms and conditions was sent. The transmittal asked for a formal response in 30 days, a timeline suggested by the MA DTC as a reasonable response time frame.

This proposed Renewal License recognizes the Issuing Authorities state and federal rights within the Cable TV License Renewal process. Specifically:

- Negotiable within Cable TV License Renewal:
 - Town and community needs
 - Town residents' input, service suggestions, consumer complaints, etc.
 - Spectrum performance (or non-performance), unserved parts of the community, ideas to improve service, etc.
 - License comparison with other MA Cable TV Licenses
 - CTSB Capital and operational needs over next 5-10 years

- Non-Negotiable within Cable TV License Renewal:
 - Price of cable service and any added fees
 - Programming

This Ascertainment Document details Phase One activities which have identified and addressed all of the items that are within the negotiable category per this request for proposal. As such, the following are included in the proposed Renewal License, in no particular order of importance and not meant to be an inclusive listing:

- Full, 5% funding of PEG operation funds under FCC guidelines paid quarterly, not annually as similar to other towns in Mass
- A capital expense project contribution of \$.95 per month per subscriber in line with other Mass towns to fund critical CTSB infrastructure as outlined in the Capital Needs Funding request attachment (for years 1-5)
- Continuation of basic cable TV service to town owned public buildings as per existing contract agreement at no cost
- Additional license agreement sections which include state and federal protection guidelines of subscriber privacy, annual privacy written notices, and monitoring similar to other towns in Massachusetts
- The return CTSB's current PEG channel assignments (1301, 1302, 1303) to consecutive channels under 50 similar to the vast majority of PEG stations in Massachusetts to make it easier for resident subscribers to locate community TV channels

- Include CTSB programming schedule in the commercial station programming lineup
- Provide a process to transition all CTSB PEG channels to HD broadcasting in 2023
- 10 year license term
- Full price disclosure on all future Five Town cable TV subscription offers including standard rates after promotions
- Improvements to license agreement, which include:
 - More comprehensive definition of “revenue” similar to other towns in Massachusetts with worksheet attachments in Appendices
 - Addition of, and more specific language to previous definitions to avoid ambiguity, misunderstanding, or confusion.
 - Improved performance bond and an additional section to include liquidated damages to help ensure agreement compliance.
 - Strengthened language in almost all sections pertaining to subscriber or user rights, or including new language on same, as defined and mandated by the FCC and the MA Department of Telecommunications and Cable.
 - Strengthened complaint tracking, resolution procedures, full resolution, and timelines.
 - Adjusted insurance policies requirements and coverage to be up to date.
 - Strengthened the Performance Bond section with coverage amounts for each of the Five Towns.
 - Addition of a Determination of Breach section.
 - Clarified and strengthened Licensee’s reporting requirements and obligations.
 - New forms on which to report calculation of Annual Gross Revenues and Quarterly PEG Fee payments.
 - Detailed complaint resolution procedures.
 - Clause requiring Spectrum maintain the same PEG video quality as commercial stations in future years
 - Closed captioning per ADA and FCC law (FCC requirements to caption PEG programming may vary, depending on whether the programming is shown on television or via Internet protocol IP as of 11/15/2015).

In addition, the following are items we would appreciate the opportunity to discuss in the Renewal License:

- “a la carte” customizable programming
- Senior and Low-Income based pricing (similar to those offered in other Massachusetts municipalities)
- Additional Massachusetts, particularly Boston, news stations to alleviate “orphan” miss-DMA classification.
- Reduction of programming repetitiveness, i.e. same program listed over and over on different channels.
- Resolution of poor quality cable boxes
- Improved 1-800 Spectrum support training due to lack of consistency in answers

Phase Two Implementation

Upon completion of all Phase One activities, which will occur before September 1, 2022 with the issuance of the Five Town Ascertainment Document, including its Proposed License Renewal, the committee has established the following timeline for Phase Two implementation, with all dates on or before and subject to adjustment based on the date on which Charter Communications submits the required Renewal License proposal:

- Sept. 13, 2022: Quarterly Mtg. of the Five Town CAC with ascertainment overview and public comment
- October 1, 2022: Charter Communications provides a formal response and Renewal License proposal to the Five Town CAC, as well as a completed Form 100 to the Department within the 30 days requested by the CAC
- October 1-7, 2022: Five Town CAC provides required public notice of Charter Communications submittal of a Renewal License proposal and schedules a public hearing, which may be scheduled as part of its quarterly CAC meeting on December 13, 2020. The Renewal License proposal is provided to each Issuing Authority
- December 13, 2022: The CAC hold the public meeting on Charter Communications' Renewal License Proposal
- October 15 – December 31, 2022: CAC's review of Charter Communications' Renewal License proposal commences, as well as discussions with the Issuing Authorities, as requested. Charter Communications and the CAC begin negotiations on the Renewal License's terms and conditions
- January 31, 2023: The CAC, in consultation with the Issuing Authorities, decides either to:
 - A – Recommend that the draft License Renewal agreement be approved by the Issuing Authorities
 - B - Issue a preliminary statement, including to the Issuing Authorities, that the franchise agreement should not be renewed and why, including statements on such considerations as the quality of the service, response to billing complaints, billing practices, does not meet the future cable related community needs and interests, while taking into account the cost of meeting such needs and interests
- February 28, 2023: Each of the Five Town's Issuing Authorities review the CAC's recommendation regarding the Renewal License renewal and take a vote on a new Renewal License agreement or request an extension from the Department.
- March 1, 2023: the 2013 Cable TV License agreements expire. The 2023 Renewal License agreements are approved and signed by all parties, or a Department extension is approved and the parties continue to negotiate until a Renewal License is agreed upon, accepted by the Issuing Authorities and signed by all parties. Depending on circumstances, the Department will be asked for assistance and additional extensions may be required.

The Five Town Cable TV Advisory Committee Frequently Asked Survey Questions Answered

1. Why does the Southern Berkshires and Berkshire County have just one cable provider when other cities and towns in Eastern Massachusetts seem to have more than one?

The cable density of subscribers in the Southern Berkshires per square mile is a fraction of the more densely populated cities and towns in Central and Eastern Massachusetts with more than one cable TV provider. It's simply not profitable for more than one cable TV company to compete in such a small market.

2. Will Southern Berkshires and Berkshire County ever have a choice in Cable TV providers?

The high cost of installing new fiber or cable, not including pole attachment leases is estimated between \$2,000 - \$5,000 per residence. This high investment needed for potentially ½ of a small market would likely be a poor return on investment for a 2nd cable TV company.

Home 5G technology solves most of the high cost of cable or fiber installation and in the near future, may offer a choice in (internet) TV provider options. Unlike fiber, cable, DSL and other common modes of internet that get you online with a wired connection, cellular internet plans take a fixed wireless approach. As the name suggests, homes will get its internet connection wirelessly through a receiver that picks up the wireless providers signal and then broadcasts it throughout your home as a Wi-Fi network. Since Home 5G uses wireless technology, it avoids most of the investment and expense including pole rentals and cable installation. Verizon, AT&T and T Mobile have all announced 5G wireless capability that they say will offer speeds comparable to fiber but without the high cost of installing cable or fiber of users accessing data. While 5G home internet service is not yet widely available in Berkshire County, the list of areas is expanding every month. Both Verizon and T Mobile offer "check availability" on their websites with a email notification signup for any changes.

3. How are Charter / Spectrum prices compared to those of other Massachusetts Cable TV providers?

Promotional offerings and differences in programming aside, the committee's research indicates that Spectrum's cable TV packages are "priced competitive" with other cable TV providers in Massachusetts such as Comcast, Verizon and RCN and are less expensive than satellite TV providers such as Dish and Direct TV. While internet TV and streaming video packages can be less expensive than Spectrum TV, they require (Spectrum?) broadband and do not support local community TV.

4. What's the difference between internet TV and cable TV?

Cable TV is a town licensed delivery system that gets its name by how it's transmitted to you, which is through coaxial or fiber-optic cables. Consumers pay a small subscription fee (5% of revenue) to support local community PEG (Public, Education and Government) TV station which broadcasts town meetings, events, education, etc.

Internet TV is unlicensed and provides no support to local community TV. It's accessed and viewed via the internet directly from the service's platform

5. Why does Spectrum Cable TV carry out of state, Albany NY TV stations? What can be done to fix this?

The market of a television station is currently established by its “Designated Market Area” (DMA) as defined by Nielsen and/or modified by the FCC. Berkshire County is assigned to the Albany, Schenectady, Troy, NY market, (#60 of 210 in US) by reference to the Nielsen Station Index Directory (Annual Station Index) in combination with the United States Television Household Estimates (Household Estimates). The standard seems archaic and predates cable to the time of broadcast TV. The Federal Communications Commission concluded in 2016 that Nielsen’s DMAs remain the best way of defining local TV markets, including citing online video as a way to resolve problems in so-called “orphan” counties such as Berkshire country served by a station or stations from another state. In survey comments, Southern Berkshire Country residents expressed clear frustration that the Albany based TV stations are not providing Massachusetts state specific sports, news and information about upcoming legislation that they residents feel is necessary for an informed electorate.

While it possible for the FCC change the DMA of the Berkshires from NY to Massachusetts, the process is made by design, extremely difficult. Existing television broadcast stations in Albany profit by this assignment and would likely not willingly give up control of their territory. The FCC has stated “departing from the existing Nielsen DMA market determination system would create enormous disruptions in the video programming industry disproportionate to any benefit gained, and would be unlikely to increase the amount of local programming”.

When Congress passed the STELA (Satellite Television Extension and Localism Act) Reauthorization Act of 2014, it provided a means by which the FCC is able to add or delete communities from a commercial broadcast television station’s local DMA. Before submitting a petition, the orphan county must:

- 1) Demonstrate that the proposed modifications are both “technically and economically feasible.” The petitioners would have to decide what channels they are seeking to add and would be tasked with demonstrating why their choice is the most appropriate.*
- 2) Demonstrate support for the petition by satisfying factors outlined in the Reauthorization Act. The petitioners must be able to assemble information that can only be obtained by retaining experts in this field, by securing evaluations of DMA areas, by making inquiries and assessment of the extent to which the existing channels will resist the petition or that the requested channels support the petition, as well as hiring attorneys who have the expertise and experience practicing before the FCC.*

The costs associated with the application process, retention of experts, generation of market data studies and reports to satisfy the conditions and issues that the Act imposes, and the hiring of experienced FCC attorneys to represent the petitioners would be considerable. To date, Southern Berkshires’ state and federal legislators have all expressed a willingness to support a Massachusetts based DMA, but as of Aug. 2022, there has been no progress to resolve this issue.

Appendix

Feb. 2, 2022 letter from Mass DTC re: cable TV license expiration



CableLicenseExpiration.pdf

February 2022 Spectrum Rate Card



Lee Lenox
Stockbridge.PDF

2013 CTSB PEG Access Agreement



CTSB PEG Access
Agreement_May_2013

Spectrum Annual Payment Summary to CTSB



Spectrum Annual
Payment Summary Of

March 2022 Spectrum Billing Practices and Equipment



03.15.2022 Billing
Practices and Equipm

March 1, 2022 Spectrum Price Increase



03.01.2022 Charter
Price Adjustment.2.pd

Spectrum Forms 200 and 400



04.27.2022 Form 200
and 400 Documents a

August 15, 2022 CTSB Capital Funding Request



CTSB CAC Capital
Funding Request Augi

Spectrum's Five Town Strand Maps



Stockbridge_MA_Serv
iceAreas.pdf



Lenox_MA_ServiceAre
as.pdf



GreatBarrington_MA_
ServiceAreas.pdf



Lee_MA_ServiceAreas
.pdf



T. Sheffield.pdf

FIVE TOWN CABLE ADVISORY COMMITTEE

*Representing the Towns of Great Barrington, Lee, Lenox,
Sheffield, and Stockbridge Massachusetts*

CERTIFIED MAIL

August 30, 2022

Melinda Kinney
Senior Director of Government Affairs
Charter Communications
118 Johnson Road
Portland, ME 04102

John Maher
Director of Government Affairs
Charter Communications, Inc.
301 Barber Avenue
Worcester, MA 01606

Re: Ascertainment Report, Proposed Cable Television Renewal License, and Request for Proposal

On behalf of the Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge, the Five Town Cable Advisory Committee is pleased to provide this Ascertainment Report, a federal and state requirement for the Renewal of Charter Communications, Inc. Cable TV License Agreement expiring on February 23, 2023.

Significant work, including, but not limited to, data collection and analysis; review of signed Massachusetts Cable TV Licenses and cable TV industry trends and forecasts; conducting a multi-media survey on all aspects of Charter Communications' Spectrum performance, offerings, pricing, etc. in each of the Five Towns; analysis of survey results; line by line review of the current Charter Communications, Inc. Cable TV License Agreement; and completion of all Phase One activities.

Each of these Phase One activities are detailed in this Ascertainment Report, which clearly documents our residents' needs and wants and positions the Five Towns in a solid position to constructively negotiate the upcoming Cable TV Renewal License Agreement, beginning on or about October 1, 2022 or upon receipt of a response from Charter Communications on DTC's Form 100. It is our goal to complete all renewal activities and have the respective Issuing Authority of each of the five Towns sign a Renewal License by February 23, 2023.

Our proposed Cable TV Renewal License is also included. The Committee has updated the current contract to include standard language found in Massachusetts Cable TV license, incorporate our residents' need, and strongly position CTSB Access programming to fulfill its mission. Ongoing disputes should be greatly minimized with added language, including defining complaints and complaint resolution procedures; reporting requirements; and enforcement mechanisms for non-performance and breach of contract. Much has changed since 2013 and any renewal license for a ten year period must assertively look ahead.

The public hearing on this Ascertainment Report and propose Cable TV Renewal License will be held on September 13, 2022, 6:30pm, at the Stockbridge Town Offices, 6 Main St, Stockbridge.

Should you have any questions or comments, please direct them to Linda Miller, Chair at LZMiller-5TownCAC@roadrunner.com

Sincerely,



Linda Z. Miller
Chair, Five Town Cable Advisory Committee

Enclosures: Ascertainment Report
 Proposed Cable TV Renewal License

cc: Timothy Reppuci; MA Assistant Attorney General, Energy and Telecommunications;
 (Timothy.repucci@mass.gov)

Sean M. Carroll, MA Department of Telecommunications and Cable; 1000 Washington Street,
Suite 600; Boston, MA 02118-6500; (sean.m.carroll@mass.gov)

Representative Smitty Pignatelli, 4th Berkshire District; State House, 24 Beacon St., Room 166;
Boston, MA, 02133 (rep.smitty@mahouse.gov)

William Hewig, Esq.; KP Law, P.C., 101 Arch Street; Boston, Massachusetts 02110
(whewig@k-plaw.com)

FIVE TOWN CABLE ADVISORY COMMITTEE

*Representing the Towns of Great Barrington, Lee, Lenox,
Sheffield, and Stockbridge Massachusetts*

August 30, 2022

Stephen Bannon, Chair
Town of Great Barrington Select Board
Town Hall
334 Main Street
Great Barrington, MA 01230

Sean Regnier, Chair
Town of Lee Board of Selectmen
Town Hall
32 Main Street
Lee, MA 01238

Dave Roche, Chair
Town of Lenox Board of Selectmen
Town Hall
6 Walker Street
Lenox, MA 01240

Rene Wood, Chair
Town of Sheffield Select Board
Town Hall
21 Depot Square
Sheffield, MA 01257

Patrick White, Chair
Town of Stockbridge
Town Offices
50 Main Street / PO B0x 417
Stockbridge, MA 01262-0417

Re: Ascertainment Report, Proposed Cable Television Renewal License, and Request for Proposal

The Five Town Cable Advisory Committee, representing the Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge, has completed Phase One of the required federal and state process for the renewal of Charter Communications, Inc. Cable TV License Agreements; these agreements expire on February 23, 2023. The key documents - the Ascertainment Report, a proposed Cable TV Renewal License, and a Request for Proposal to Charter Communication, Inc. – are enclosed.

The Ascertainment Report addresses all mandatory steps in Phase One, which ends with the above letter being sent to Charter Communication, which it was on August 30th. The next step is Charter's, as they are required to submit a response within 30 days of receipt of the Committee's letter.

In contrast to the 2013 Cable TV renewal process, the Committee has submitted its own proposed Cable TV Renewal License to Charter Communications, which was reviewed by Bill Hewig, Esq. of KP Law. Contract language has been significantly strengthened to address and reflect our residents' needs; strongly position CTSB Access programming and address ongoing disputes with Charter. Through additional language defining complaints and complaint resolution procedures; clearly defining Charter's reporting requirements; and adding enforcement mechanisms for non-performance and breach of contract, as well as many other changes, we are prepared to negotiate. Much has changed since 2013 and any renewal license for another ten year period must assertively look ahead.

The public hearing on this Ascertainment Report and the proposed Cable TV Renewal License will be held on September 13, 2022, 6:30pm, at the Stockbridge Town Offices, 6 Main St, Stockbridge.

We invite you to attend or view the proceeding later over CTSB. We also strongly recommend this Ascertainment Document, proposed renewal license, and the Five Town Cable TV Survey results, all attached, be posted as possible to your Town's website for easy access and viewing by your residents.

We look forward to working with you during this process and are available to come to a Select Board meeting, discuss these documents, and answer questions. In the meantime, should you have any questions or comments, please direct them to Linda Miller, Chair at LZMiller-5TownCAC@roadrunner.com

Sincerely,

A handwritten signature in blue ink that reads "Linda Z. Miller". The signature is fluid and cursive, with the first name "Linda" being the most prominent.

Linda Z. Miller

Chair, Five Town Cable Advisory Committee

Enclosures: Ascertainment Report
 Proposed Cable TV Renewal License
 Five Town Cable TV Survey Results



FIVE TOWN CABLE TV SUBSCRIBER SURVEY

June 25, 2022

**CONDUCTED BY THE FIVE TOWN CABLE ADVISORY COMMITTEE
REPRESENTING THE TOWNS OF GREAT BARRINGTON, LEE, LENOX,
SHEFFIELD AND STOCKBRIDGE**

LINDA MILLER CHAIR

DSA 6 25 22

Introduction

The Five Town Cable Advisory Committee (CAC), which serves the towns of Lee, Lenox, Stockbridge, Great Barrington and Sheffield conducted a formal review and “ascertainment” of the cable TV needs and services received under our respective Charter / Spectrum cable licenses which expire on February 28th, 2023. Since Massachusetts law limits the term of a license, issuing authorities must periodically review and renew licenses. The Massachusetts Department of Telecommunications and Cable (Mass DTC) oversees the renewal process, established under federal law and supplemented by Mass DTC regulations. These state and federal laws protect a municipality’s right to assess the cable operator’s past performance and determine the future needs and interests of the community. To that end, the Five Town Cable Advisory Committee, duly appointed by the respective Five Town select boards conducted a survey of cable subscribers using two different formats to reach the widest possible audience.

Paper surveys and collection boxes were placed at Five Town halls, libraries and post offices from Feb. 1st, to May 7th, 2022. A PDF format was also posted to town websites for subscribers to print at home and then either mail or drop off at various locations.

On-line surveys (thru SurveyMonkey, a global leader in survey software) via the Town of Lee’s license were posted to the Five Town websites between March 18th and May 7th, 2022.

All told, a total of 464 surveys were collected. There is a high degree of correlation between the paper and on-line survey results

Statistically, given the large number of surveys collected and a total of 6,392 Spectrum / Charter subscribers, the confidence level in the survey is 95% with a margin of error of +/- 4.38%.

Town	Cable TV Subscriber Count YE2021	Total Population (2020 Census)	Average Household Size	Subscriber vs Population	Town Area - Sq. Miles
Lee	1563	5788	2.26	27%	26.1
Lenox	1432	5,095	2.09	28%	21.2
Great Barrington	1777	7172	2.2	25%	44.8
Sheffield	843	3,327	2.28	25%	48.6
Stockbridge	<u>777</u>	<u>2,018</u>	<u>1.97</u>	<u>39%</u>	<u>18.7</u>
	6392	23400		27%	159.4

The Five Town Cable Advisory Committee

Draft Cable License Renewal Schedule

July 1, 2022

Survey results posted on Five Town websites.

August 1, 2022

Letter sent to each of the Five Town's Issuing Authorities with draft RFP based on survey results and draft Ascertainment results for their review and license renewal feedback if any.

September 1, 2022

Ascertainment / RFP complete. Email sent to Spectrum. (This timeline meets the Mass DTC interpretation of federal law as requiring Issuing Authorities to complete ascertainment no later than six months prior to the current license expiration date. Spectrum will be unable to submit a formal renewal proposal to the Five Town's without the Issuing Authorities formally completing ascertainment.)

September 1-Oct. 15, 2022

Spectrum submits formal renewal proposal to the Five Towns

October 15-December 31, 2022

Spectrum and Five Town Cable Advisory Committee negotiate terms and conditions.

January 1-February 28, 2023

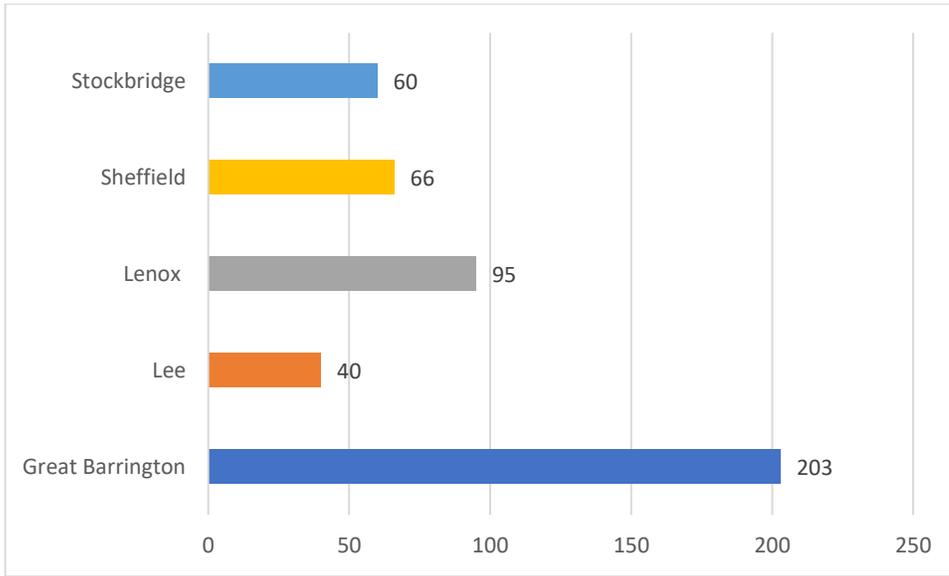
Five Town Issuing Authorities review license renewal proposal, provide formal comments to the Five Town Cable Advisory Committee, if any, and vote on acceptance of new license renewal agreement.

March 1, 2023

2013 License agreements expire, new 2023 license tentative agreement reached. Issuing Authority approvals in process. File approved agreements with Mass DTC after formal approvals.

Question 1. Which of the Five Towns do you live?

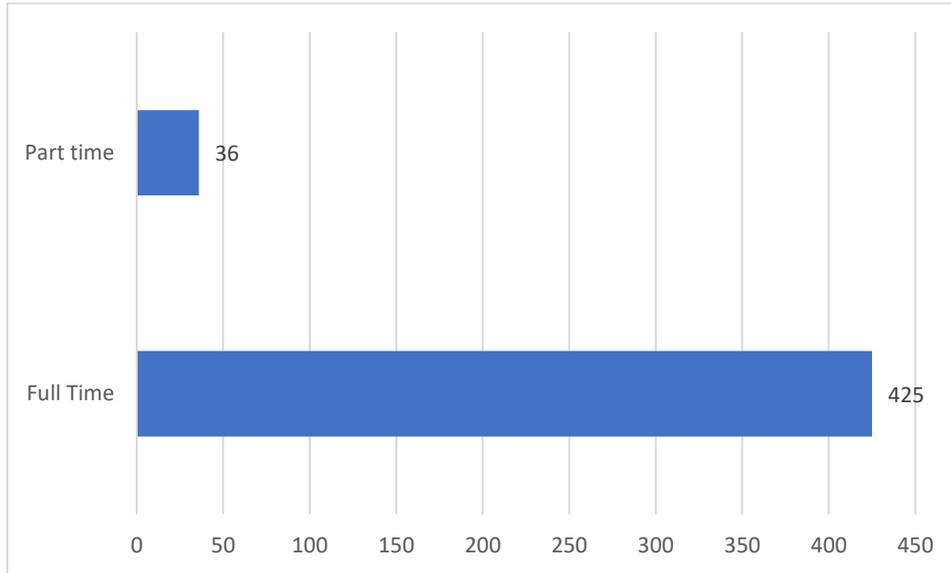
Answered: 464 Skipped: 0



- Responding Town	% of Total Responses	- Number of Responses
Great Barrington	43.8%	203
Lee	8.6%	40
Lenox	20.5%	95
Sheffield	14.2%	66
Stockbridge	12.9%	60
TOTAL		464

Question 2. Are you a full time or part time resident?

Answered: 461 Skipped: 3

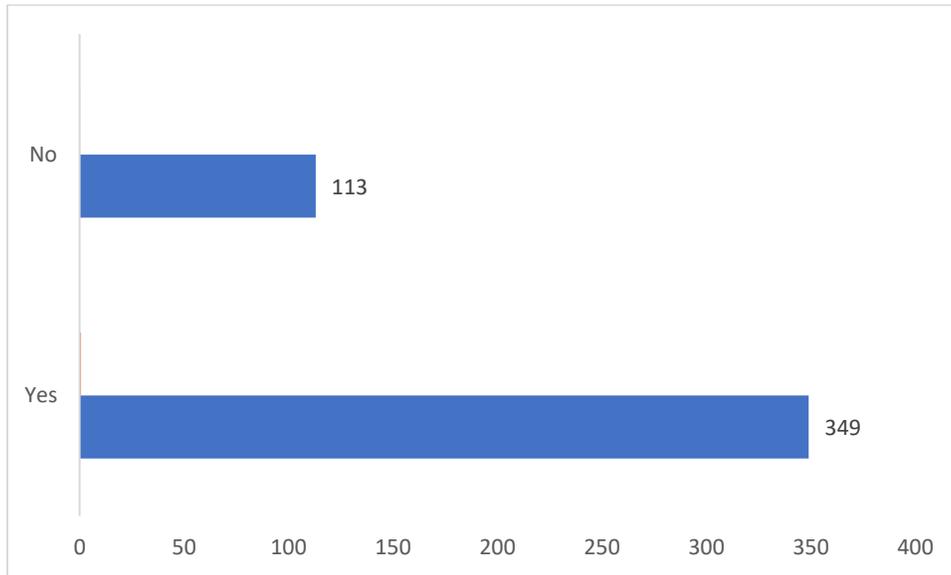


ANSWER CHOICES	RESPONSES
Part time resident	7.82% 36
Full time resident	92.2% 425
TOTAL	461

Question 3. *Do you subscribe to Spectrum Cable TV?*

Answered: 462

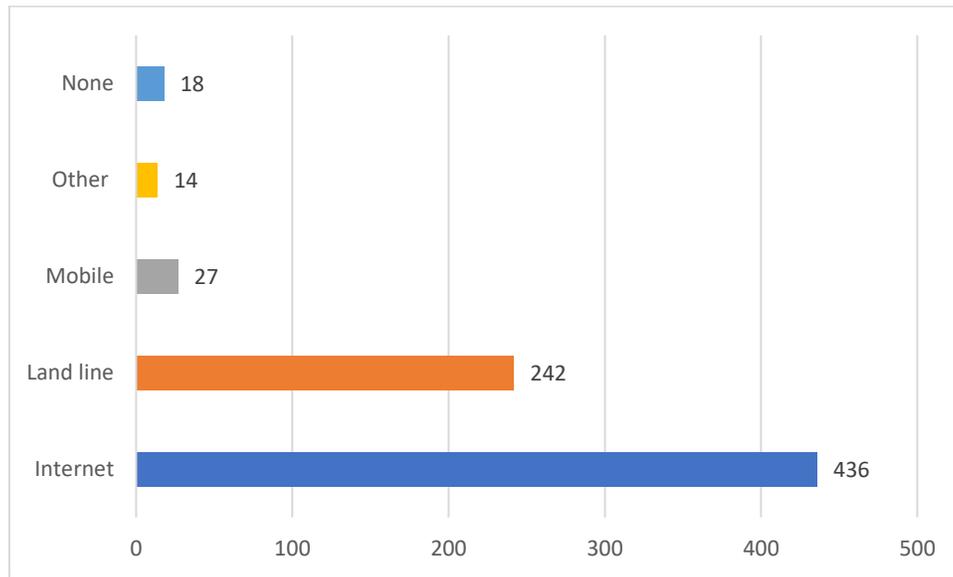
Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	75.56%	349
No	24.5%	113
TOTAL		462

Question 4. *What other services do you receive from Spectrum?*

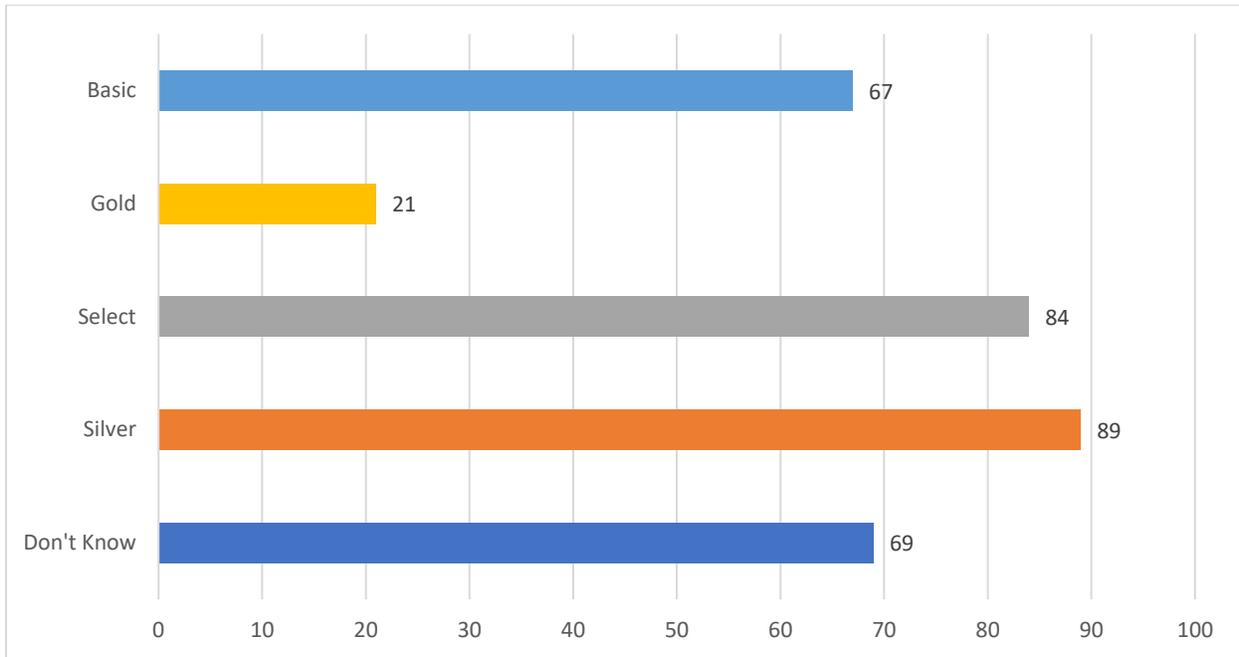
Answered: 461 Skipped: 3



ANSWER CHOICES	RESPONSES
Internet	94.6% 436
Land Line Phone	52.5% 242
Mobile Phone	5.9% 27
Other	3.0% 14
None	3.9% 18
Total Respondents: 291	

Question 5. *If you have Cable TV, what level do you subscribe?*

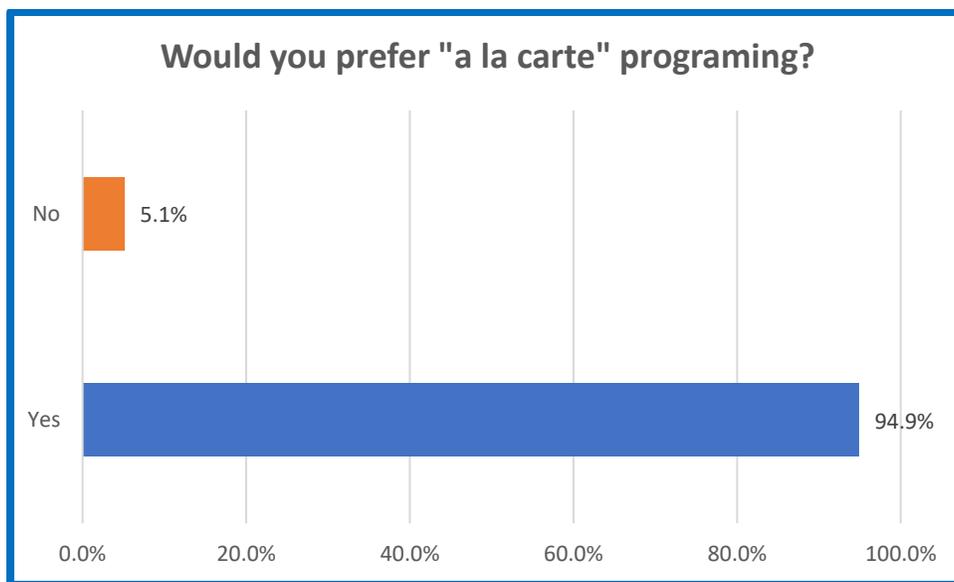
Answered: 330 Skipped: 134



ANSWER CHOICES	RESPONSES	
Basic	20.3%	67
Select	25.5%	84
Silver	27.0%	89
Gold	6.4%	21
Don't know	20.9%	69
TOTAL		207

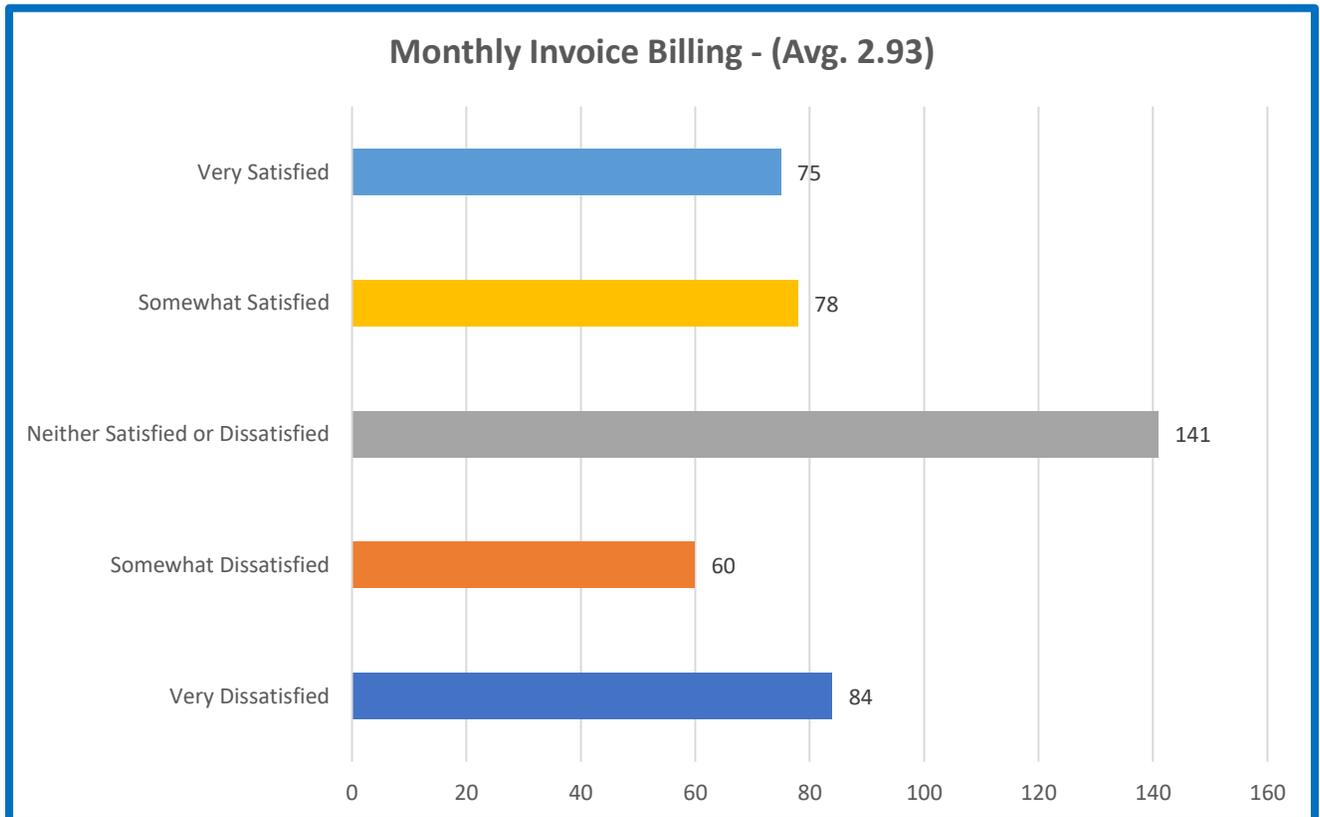
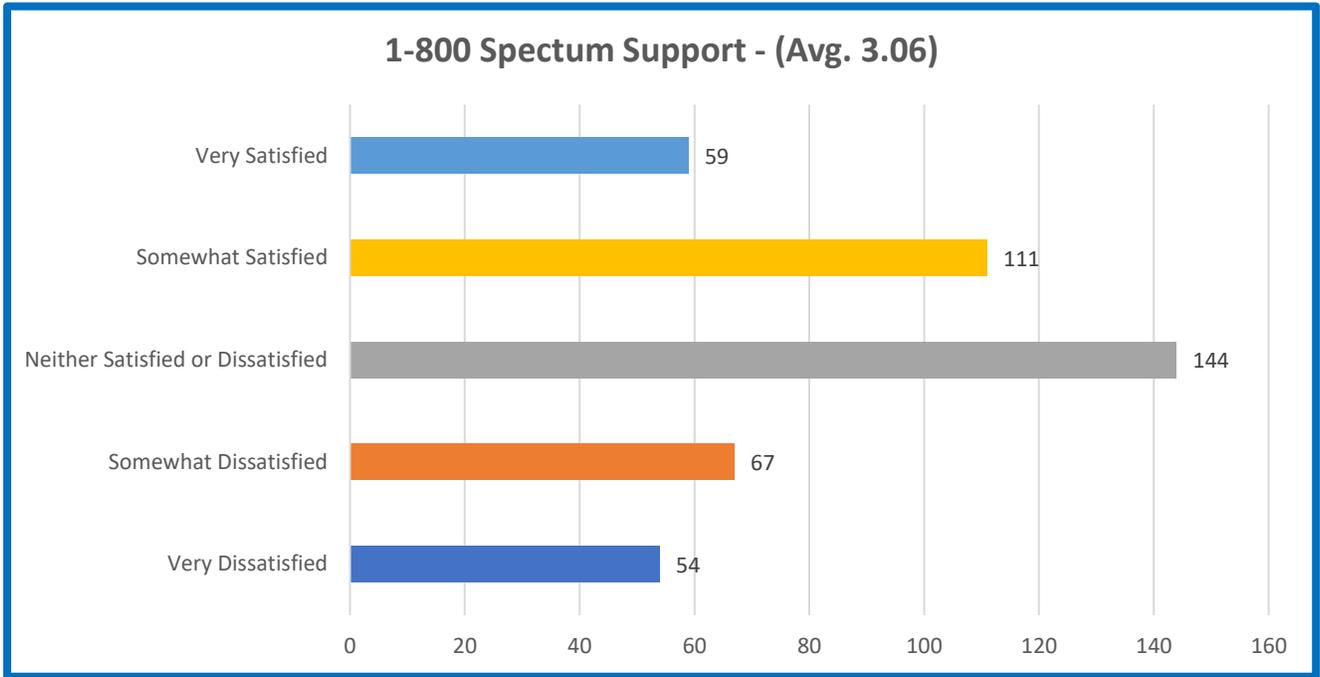
Question 6. *If such an option was available to you, would you prefer to customize channels you purchase by your choice and not be required to purchase channels as bundled tiers. Customized "a la carte" selection lets the subscriber choose the individual channels wanted and eliminates those they don't want but pay for. The subscriber only pays for the channels selected, which can be changed, added or subtracted. The required spectrum "tiers" would no longer exist, except for possibly the Basic/Standard tier.*

Answered: 411 Skipped: 53

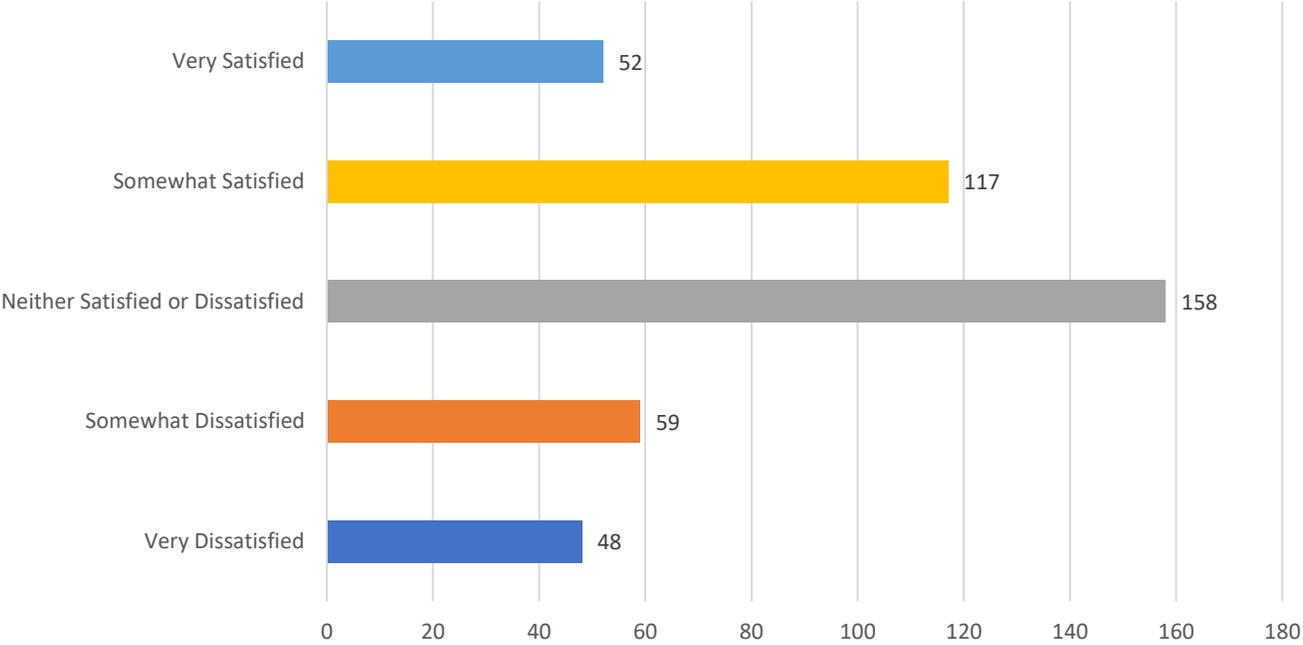


ANSWER CHOICES	RESPONSES	
Yes	94.90%	390
No	5.10%	21
TOTAL		411

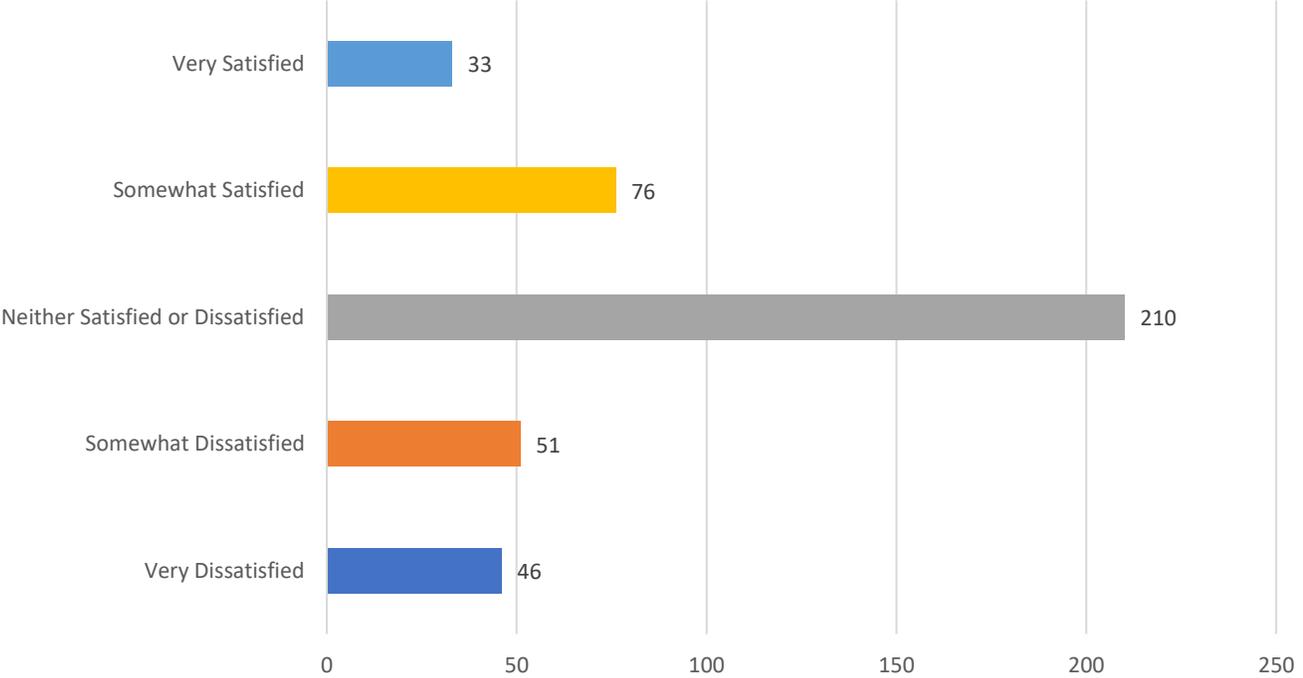
Question 7. Please Rate Spectrum's service level for the following categories on a scale from 1 (extremely dissatisfied) to 5 (extremely satisfied)



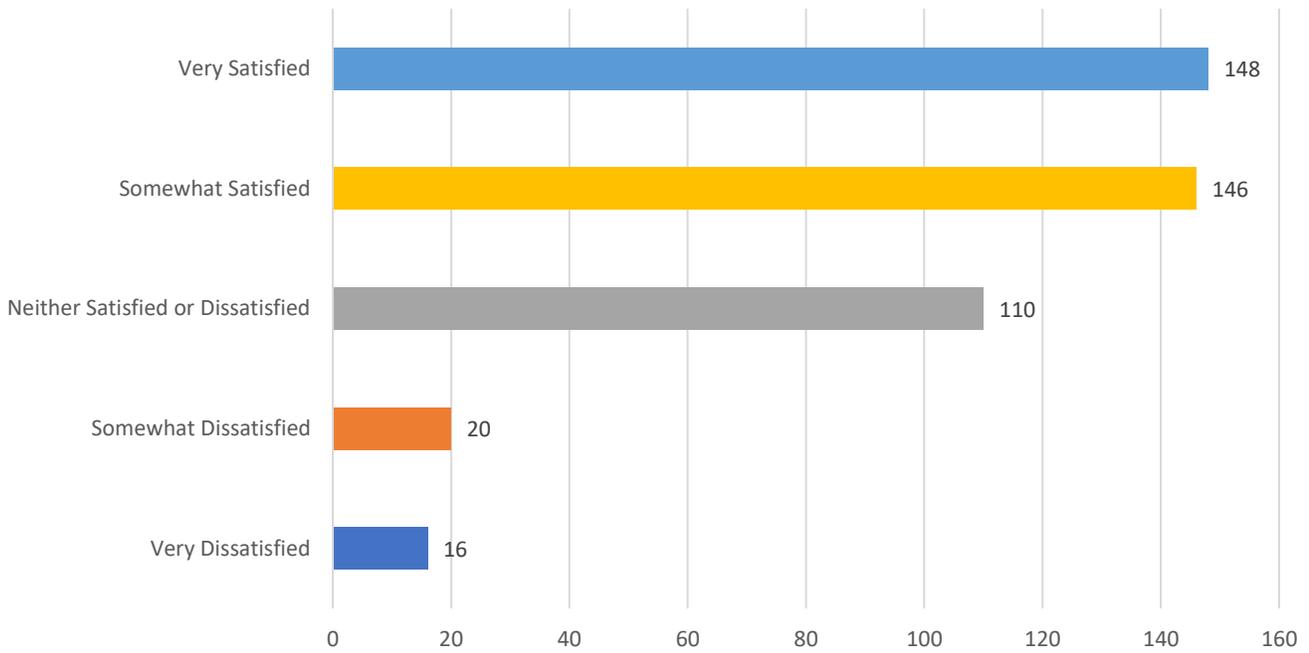
Routine Repair and Service - (Avg. 3.09)



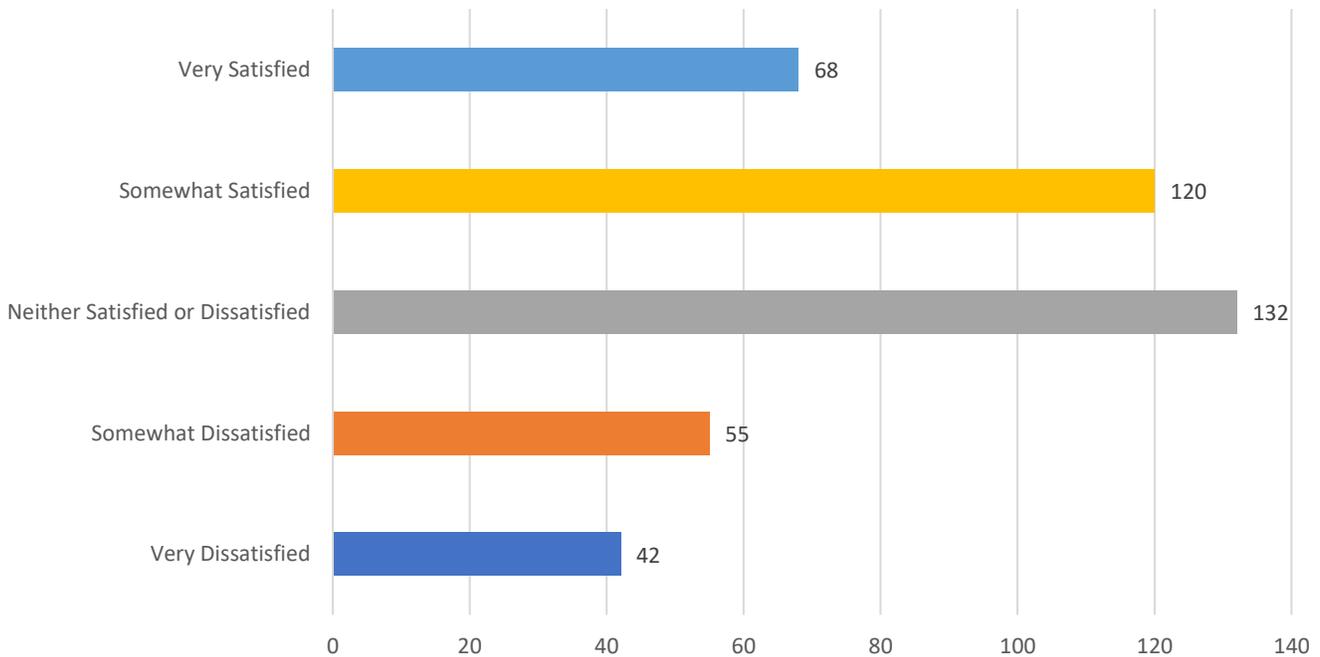
Emergency Service - (Avg. 2.92)



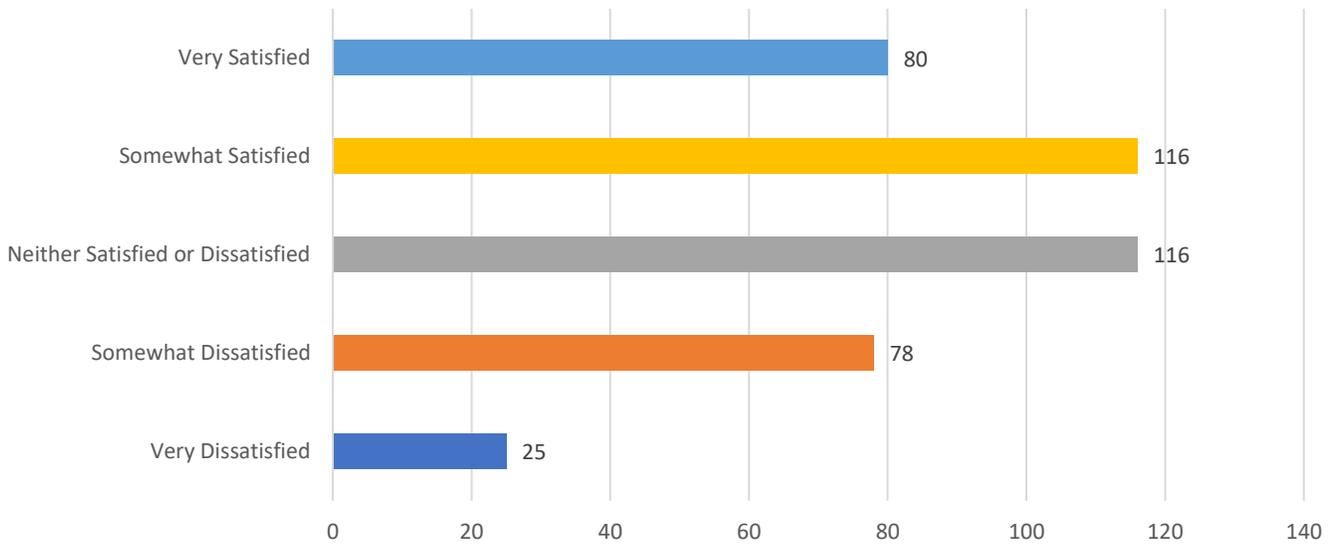
Courtesy of Employees - (Avg. 3.88)



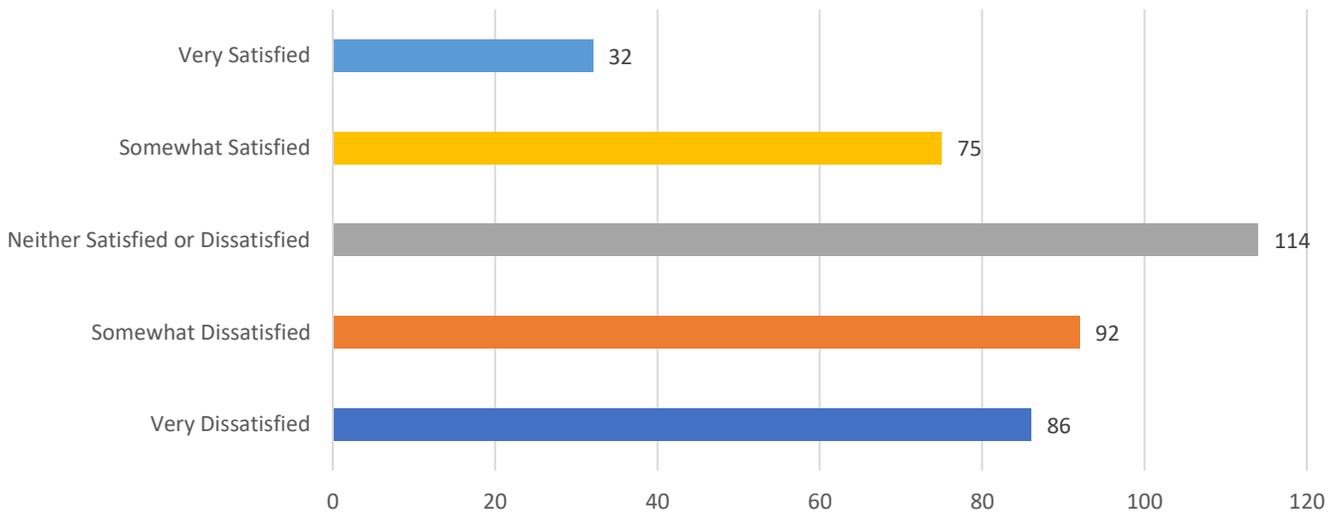
Resolution of Issues - Avg. 3.22



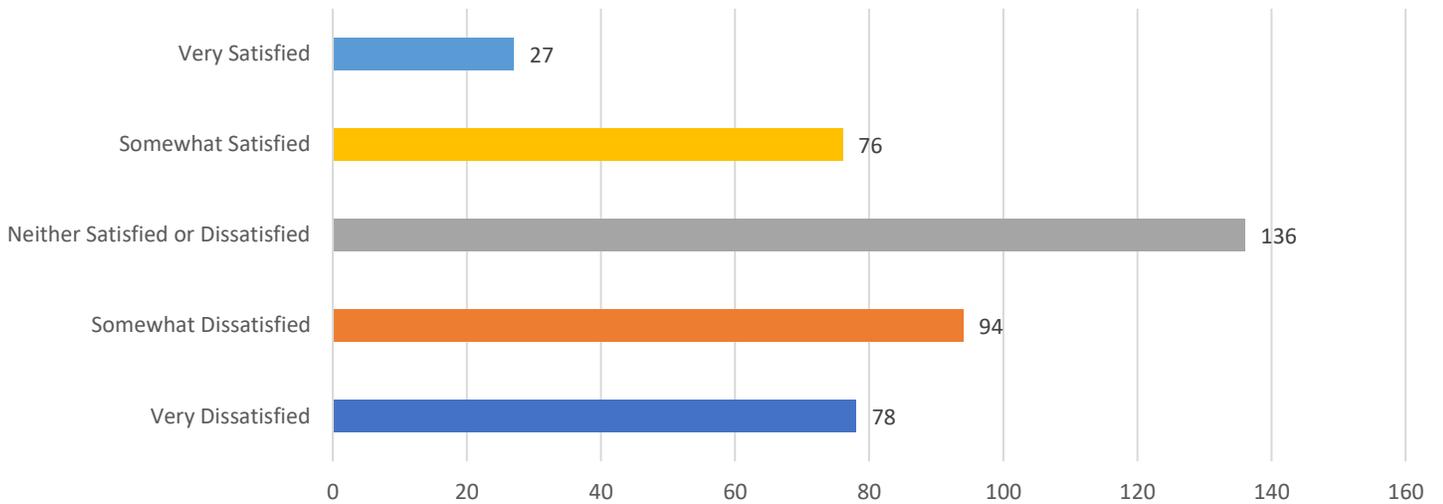
Picture / Audio Quality - Avg. 3.34



Channel Selection & Availability - Avg. 2.79



Cable Box Modem Equipment - Avg. 2.71

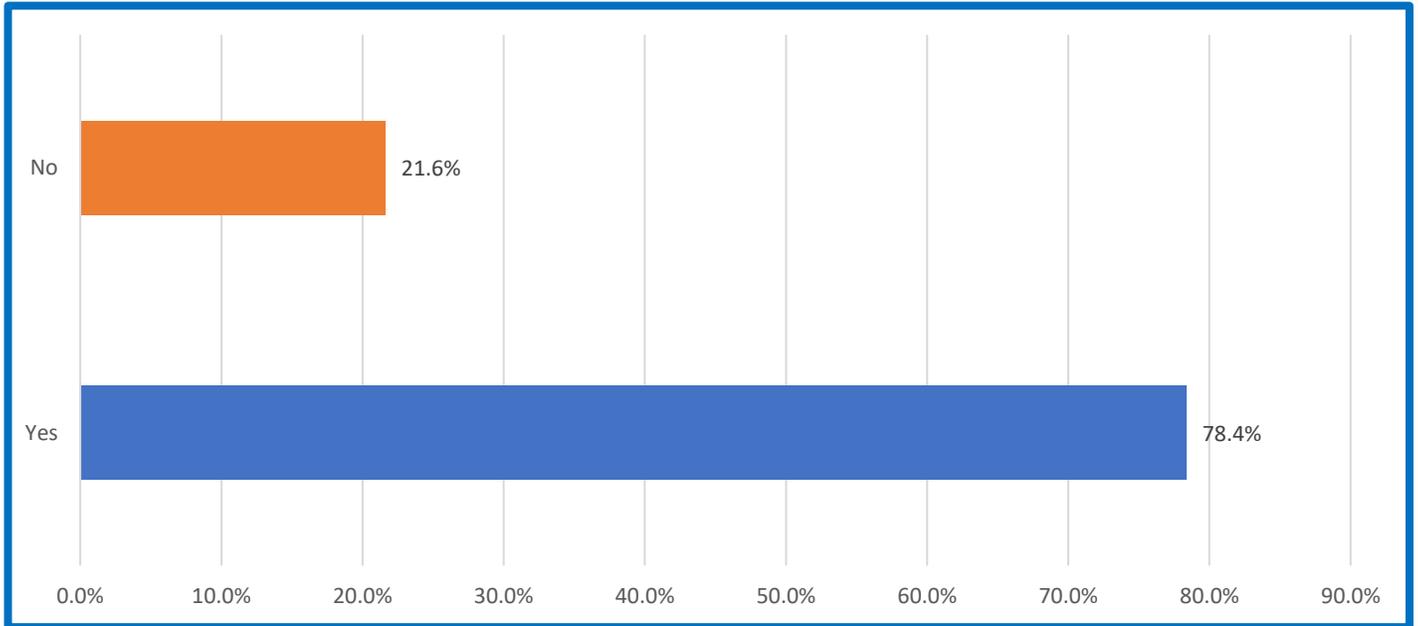


Rate Spectrum's Service Level Matrix

	Very Dissatisfied	Somewhat Dissatisfied	Neither Satisfied or Dissatisfied	Somewhat Satisfied	Very Satisfied	Total
1-800 Spectrum Support	54	67	144	111	59	435
	12.4%	15.4%	33.1%	25.5%	13.6%	3.1
Monthly Invoice Billing	84	60	141	78	75	438
	19.2%	13.7%	32.2%	17.8%	17.1%	3.0
Routine Repair and Service	48	59	158	117	52	434
	11.1%	13.6%	36.4%	27.0%	12.0%	3.2
Emergency Service	46	51	210	76	33	416
	11.1%	12.3%	50.5%	18.3%	7.9%	3.0
	46	102	630	304	165	
Courtesy of Employees	16	20	110	146	148	440
	3.6%	4.5%	25.0%	33.2%	33.6%	3.9
Resolution of Issues	42	55	132	120	68	417
	10.1%	13.2%	31.7%	28.8%	16.3%	3.3
	42	110	396	480	340	
Picture / Audio Quality	25	78	116	116	80	415
	6.0%	18.8%	28.0%	28.0%	19.3%	3.4
Channel Selection &	86	92	114	75	32	399
	21.6%	23.1%	28.6%	18.8%	8.0%	2.7
Cable Box Modem	78	94	136	76	27	411
	19.0%	22.9%	33.1%	18.5%	6.6%	2.7

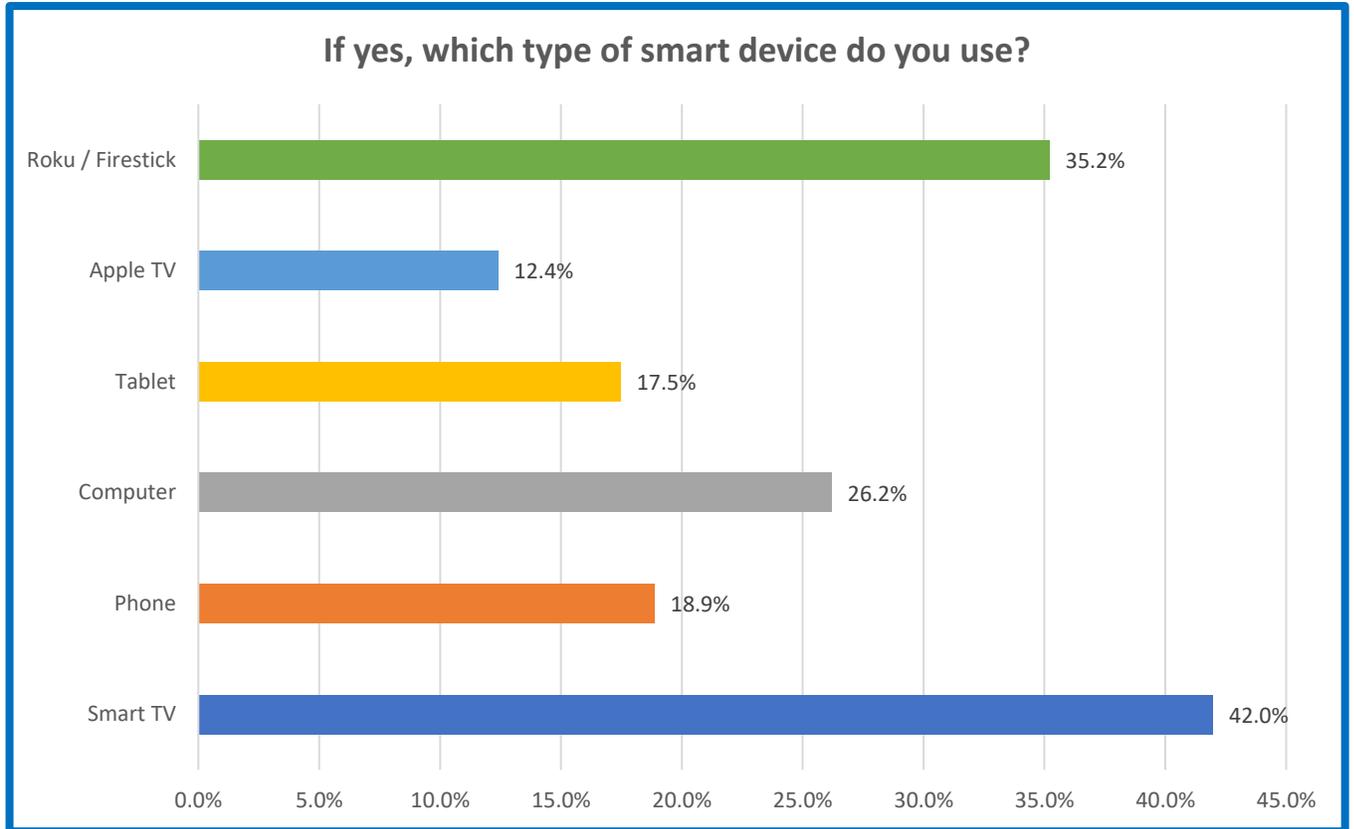
Question 8. Do you stream media using a smart device?

Answered: 453 Skipped: 11



ANSWER CHOICES	RESPONSES	
Yes	78.4	355
No	21.6	98
TOTAL		453

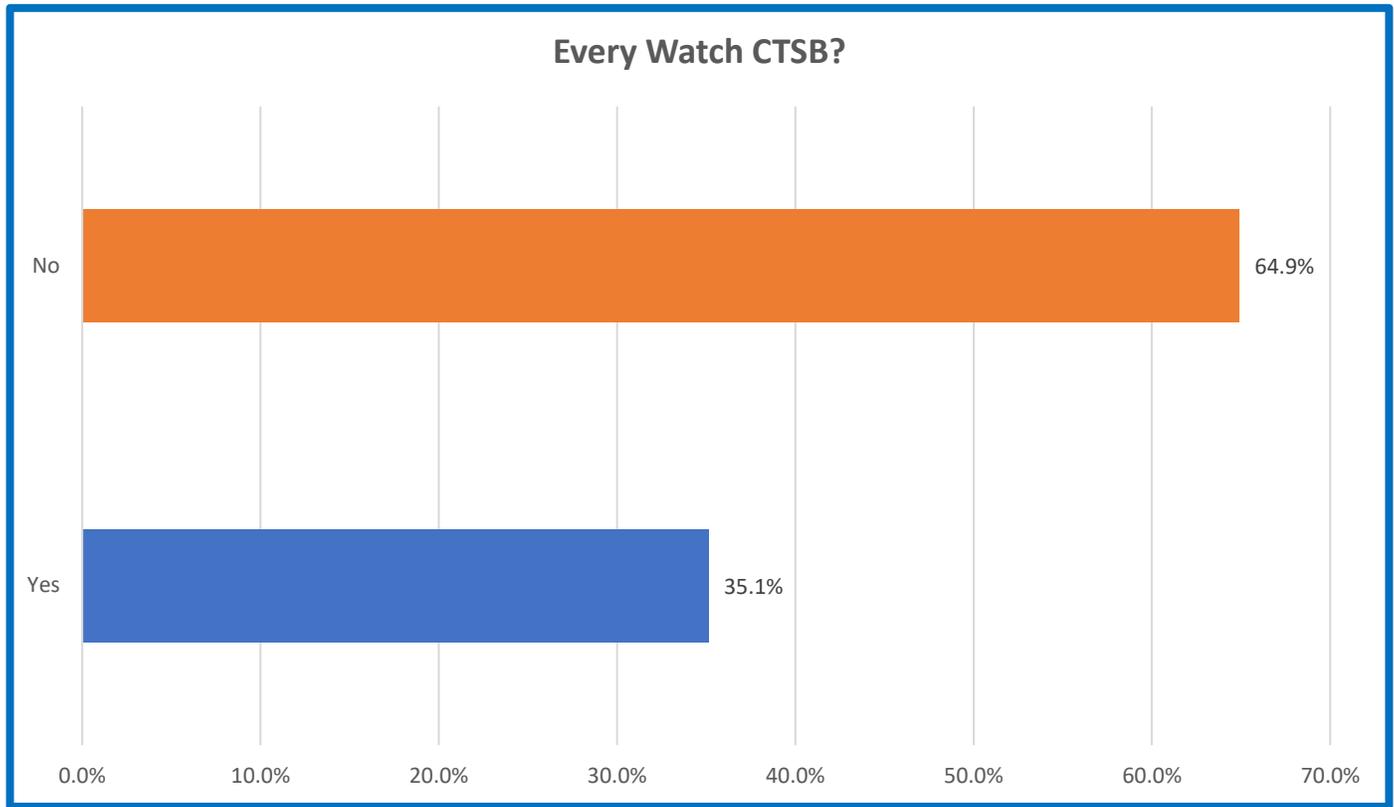
Question 8. If yes, which type of smart device do you use?



ANSWER CHOICES	RESPONSES	
Smart TV	42%	149
Phone	19	67
Computer	26	93
Tablet	17	62
Apple TV	12	44
Roku / Firestick	35	125
Total Respondents: 355		

Question 10. Do you ever watch Community Television for the Southern Berkshires (CTSB)?

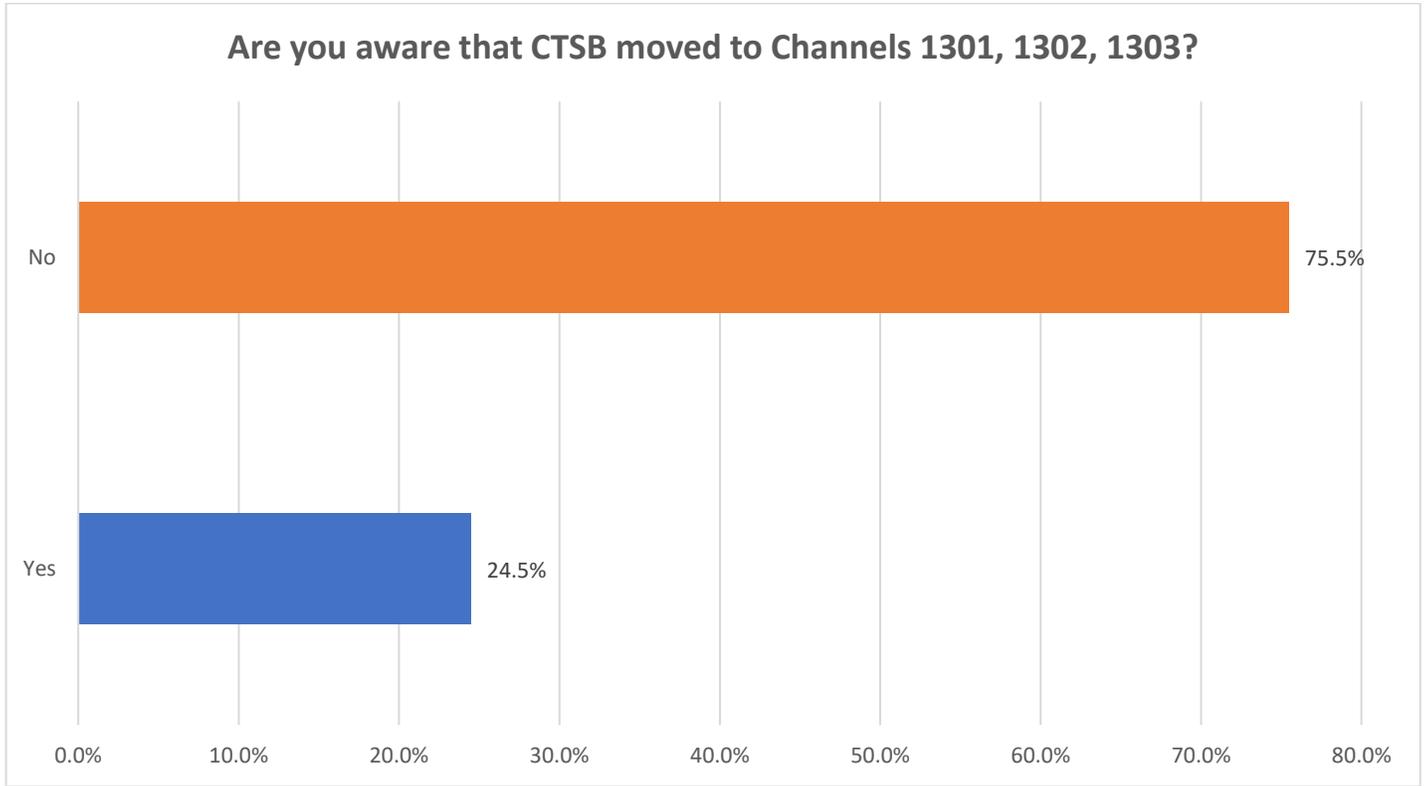
Answered: 450 Skipped: 11



ANSWER CHOICES	RESPONSES
Yes	35.1% 158
No	64.9% 292
TOTAL	450

Question 11. Are you aware the CTSB moved to Channels 1301, 1302, 1303?

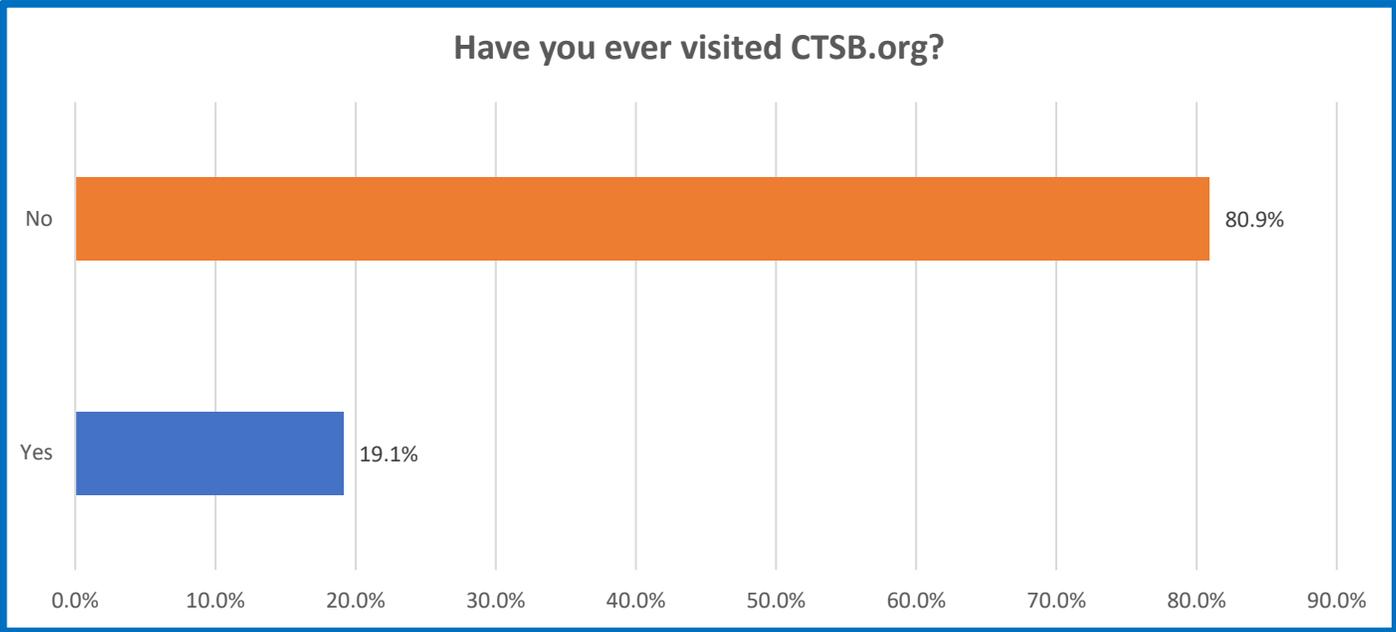
Answered: 453 Skipped: 8



ANSWER CHOICES	RESPONSES	
Yes	24.5%	111
No	75.5%	342
TOTAL		453

Question 12. Have you visited the CTSB website (ctsbtv.org)?

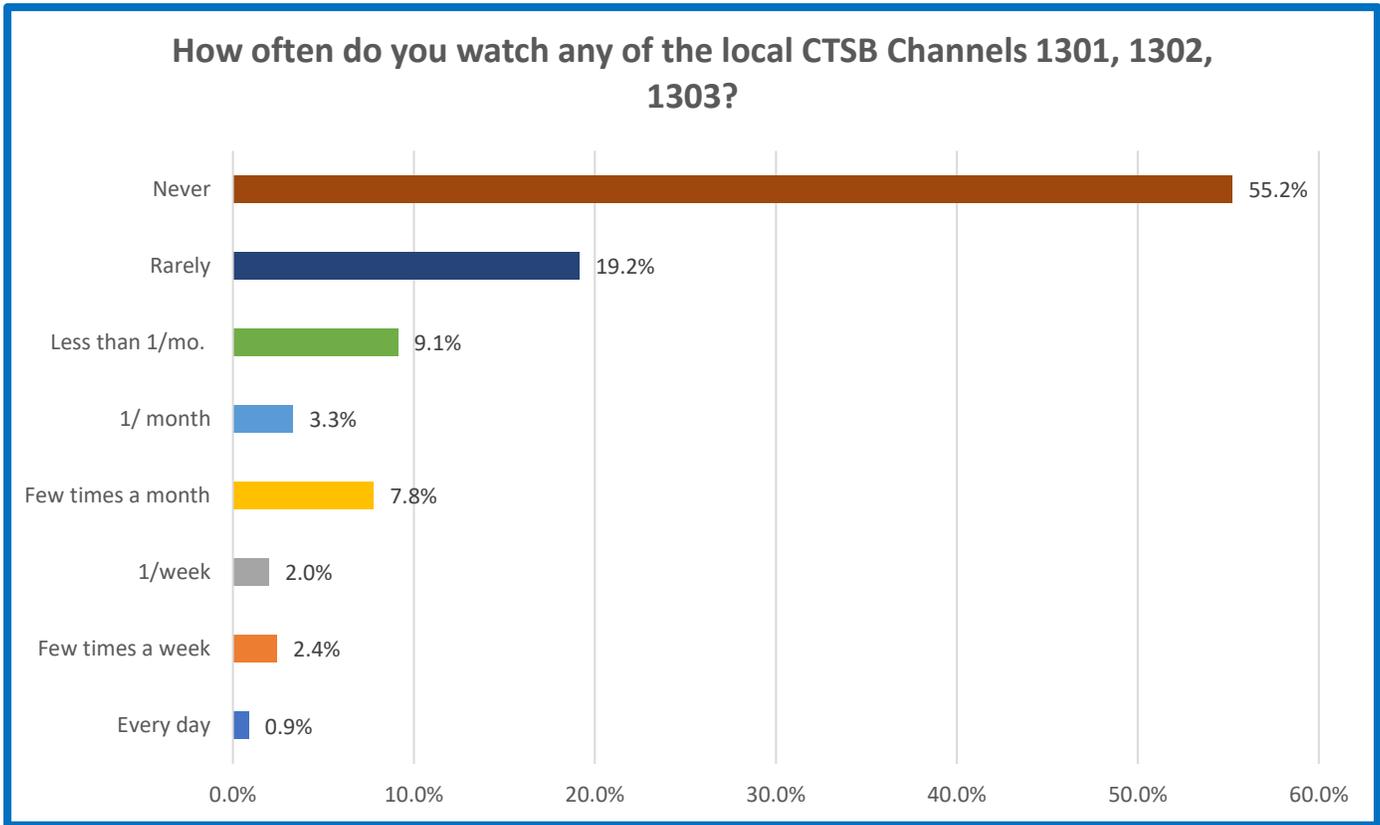
Answered: 450 Skipped: 11



ANSWER CHOICES	RESPONSES
Yes	19.10% 86
No	80.9% 364
TOTAL	450

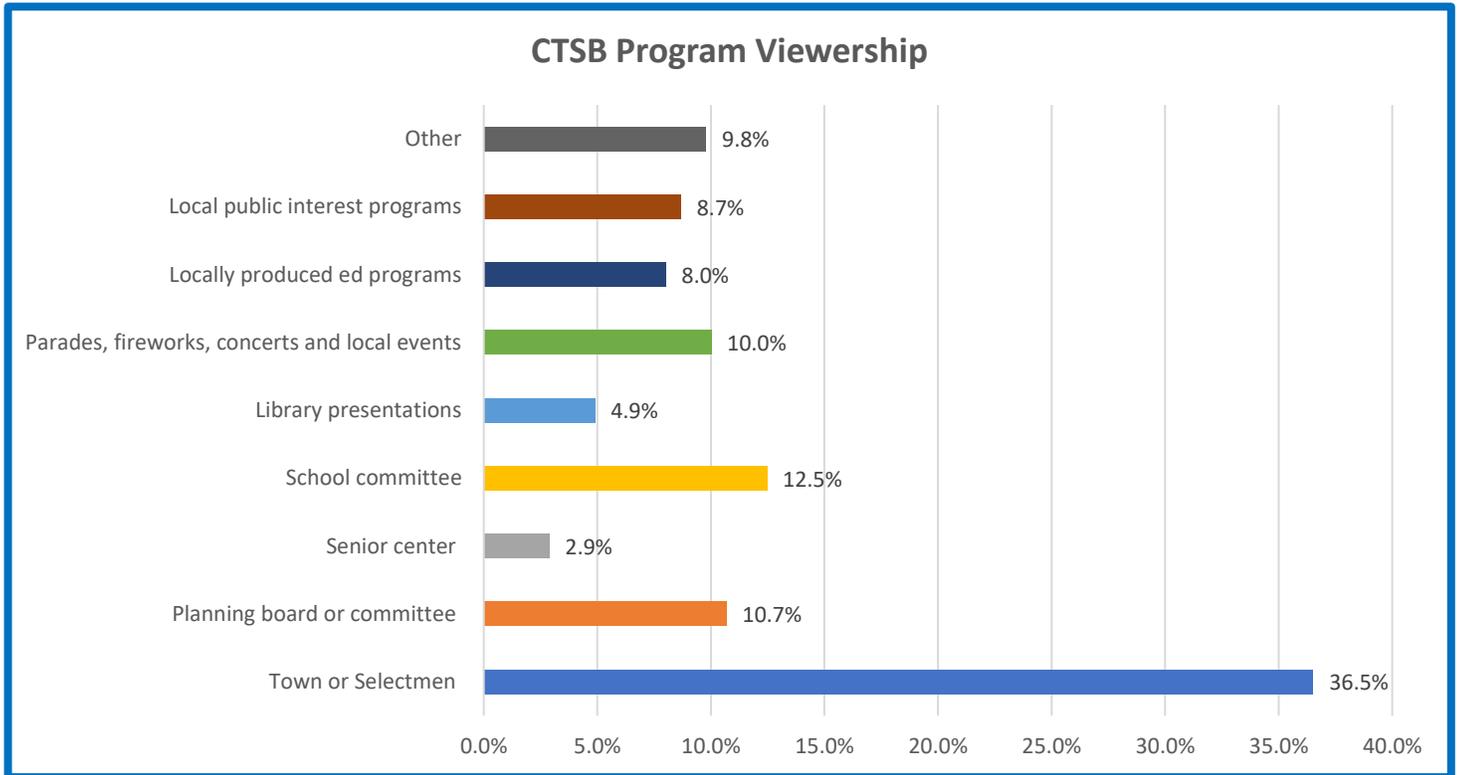
Question 13. How often do you watch any of the local CTSB channels 1301, 1302 and 1303?

Answered: 449 Skipped: 12



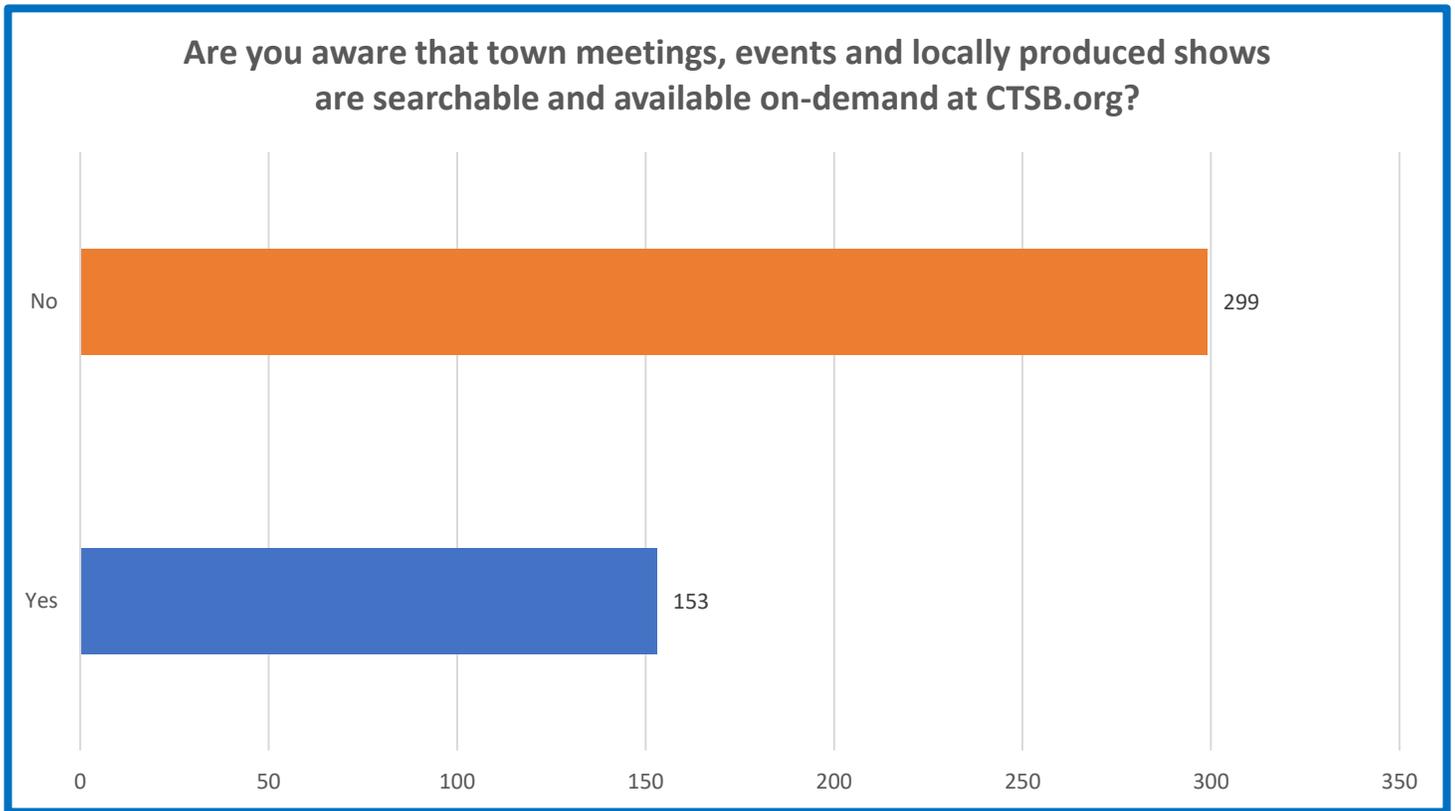
ANSWER CHOICES	RESPONSES	
Every day	0.90%	4
A few times a week	2.40%	11
About once a week	2.00%	9
A few times a month	7.80%	35
Rarely	19.20%	86
Once a month	3.32%	15
About once a week	0.00%	0
Less than once a month	7.96%	23
Never	55.20%	248
TOTAL		449

Question 14. What, if any local CTSB programs have you seen?



ANSWER CHOICES	RESPONSES	
Town boards/selectmen meetings	36.50%	164
Town planning board	10.70%	48
Senior center activities	2.90%	13
School Committee	12.50%	56
Library presentations	4.90%	22
Parades, fireworks, concerts, local events	10.00%	45
Locally produced educational programs	8.00%	36
Locally produced public interest programs	8.70%	39
Other meetings/activities	24.03%	31
Total Respondents: 449		

Question 15. Are you aware that town meetings, events and many locally produced shows are searchable and available on-demand at ctsb.org?



ANSWER CHOICES	RESPONSES	
Yes	33.8%	153
No	66.2%	299
TOTAL		452

Q16. Is there any additional information about your overall experience with Spectrum services you would like to share?

- A la carte is an EXCELLENT idea. Doubt Spectrum would go for it unless was paid handsomely.
- (1 800 Spectrum) Long wait times. Delayed issue resolution requiring multipled calls.
- (CTSB) should be on a TV channel like it was before Spectrum. Would like to have a different co. in charge of shows. The bills are too high. Too few channels are available. Lately, the reception is a problem. Pix gets (?) and voice disappears.
- (Have Direct TV) Spectrum is difficult, costly and unfriendly to their customers. We jumped at the chance to do Direct TV
- (Respondent attached a full page of "complaints about Spectrum and states "I'm a victim of greed, or at least, price gouging if that's any different.)
- (Spectrum's lack of A la Carte programing) - this is why we do not have TV services!!!
- (Watch TV in) community room of Lenox Schoolhouse apts. I wish they (Spectrum) would not delete channels without warning. Need fewer rate increases.
- Speed too variable for streaming. 2) Would like competition to keep costs low. 3) Should be able to turn service off for part time.
- We do not watch sports. Too many sports channels. 2) Too many channels we are not interested in. 3) No specific information on what channels are showing - those after channel 60 or so. 4) Too expensive for what we actually watch.
- 5g isn't consistent enough. Everyday around 3 the service drops out. School gets out around 3. Can that be predictable and service adjusted accordingly?
- Absolutely (a la carte)! Cost is too high for the few channels I watch. Which is the reason I cancelled Spectrum.
- Ala Carte would be fabulous and better internet speeds/fiber
- As a Spectrum Customer, I think I should be able to select the channels I watch and pay accordingly. Recently, I learned that (half?) customers can select 15 channels for \$29.95/mo. Why not be equitable and offer this for all Spectrum customers. Also, in inferiorities me that Berkshire County cannot get WCBB TV. We should have access to state news. This seems like a no brainer. Thanks for the opportunity to share this info! Spectrum needs competition!
- Berkshire Massachusetts residents NEED to have access to Massachusetts channels. There is in all practicality ZERO coverage of what is happening in our state. Throughout the pandemic, there was minimal information about Mass. regulations on TV. There is minimal coverage of any of our elections, state budget discussions, etc. I don't even know what else we are missing. If Spectrum is collecting our money, they should be giving us stations with relevant information and even ads. We are isolated and in an information desert that can be remedied.
- Better connectivity
- Better pricing for seniors.
- Biggest concern is the rising cost for retired seniors.
- Bill is due within 5 days of receiving. Around 6:40 each night, channel 10 ABC drops for 10 seconds while streaming it. Cable company says is very busy time of day
- Bills always arrive late. Talked to them about this, and was told there is nothing they can do.
- Bills arrive late with very few days if any to pay. Internet service is slow and sometimes irate

- Bring back Boston channels 5. Most of Mass economic and political activity happens in Eastern Mass, not in Albany NY.
- Bring back WCBV-TV Boston! We live in Massachusetts, not New York. Really wish I could have the option to pay for the channels I watch. Wish I had access to Comcast. Spectrum needs some competition? Thank you.
- Build fiber to the home using a local "last mile" provider over the existing state MBI network
- Bundle TV, Internet and Voice is expensive
- Cable box reset happens regularly. Why??
- Cable experience has been good. Internet and phone have NOT been satisfactory.
- Cable freezes all the time. My bill comes the day its due or the day after. Always paying late fee
- Cable internet fees are very high for the speed offered, compared to other markets Spectrum services. I would switch to another provider if there were an option to do so without sacrificing the (relatively low) internet speed I currently have.
- Calling in for customer service is time consuming and usually frustrating so I appreciate the fact that they monitor FB/Meta's messenger and have excellent customer service and response times there.
- Comcast offers far more sophisticated technology and performance than Spectrum, at competitive prices. Ex: Anything recorded on one DVR can be played back on any other cable box/DVR in the house. Suggest we look into the possibility of negotiating a deal with them!
- confusing Billing
- Cost is high
- COST IS TOO HIGH FOR WHAT THEY PROVIDE ESPECIALLY MOVES, VERY OLD!
- Cost of cable rising frequently - difficult for retirees on fixed income!
- CTSB is a critical service. We have an internet mailing that strictly promotes the author's opinion she states as facts and will not publish facts that can be documented. CTSB is the only way to get what's happening out there. Please keep it!
- Customer service is poop
- Dickey internet issues having to reboot. Tiling and breaking up of certain channels
- Discount with much smaller pkgs for seniors ...i only need 15 channels tops
- Do not subscribe to cable. "I killed it"! Cable box always going down. Always had to reset. Now we stream CBS on Roku and it(s) often has glitches
- Does this impact internet service at all? The town should push for fiber optic cable, almost every afternoon my Spectrum internet cuts out for about 10 minutes. That really shouldn't happen.
- Don't have Spectrum TV anymore because of the high prices and the guide.
- Download speeds are nowhere where they are claimed to be... Throttling of data occurs regardless of what they publicly say
- Excellent customer service (much better than our Xfinity service in the Boston area).
- FCC needs to take us out of N.Y. This would open up other services to get TV and that would give us some options. This survey doesn't address much!
- Fees go up consistently and without explanation. Billing allows no turnaround time to pay bills electronically in time
- First this survey emphasizes tv access - this is optional - internet and phone is not. The rates keep rising and for what? The speeds offered are make believe My internet is 2/3 the cost of my electricity. What is being done to protect the consumer?
- For 275 a month it is highway robbery I hate them and if there was another option, I would jump in a second
- Generally, my experience with spectrum internet is that it is slow and not very reliable, especially during seasons when many tourists are also using it- summers and holidays, winter weekends. I think fiber is the way to go forward.
- Give back Springfield MA.? Provide all stations in HD. Provide faster internet as "date lever"?

- Good to know (CTSB.org) Unlike Time Warner / Spectrum. Does not list on its page. I am not a fan of Spectrum ... (Continues on I think it's work looking into options other than Spectrum. If there are any. Thank you for letting us participate in the survey.
- Grossly overpriced with frequent unexplained, sudden cost increases. Price went up \$5 one-month last year, and then another \$5 a few months later for a total of about a 15% increase. I typically get the bill about a week before it's due, so I'm frequently behind since I usually expect to have about a month to pay bills. I've called twice about this issue and they have no explanation or suggestion and clearly couldn't care less. Horrible company but what choice do you have. None, unless you want to go to DSL or satellite, both of which are even worse.
- Had highest tier of 15 years. Gone up in 2021, (Now) Subscribe direct
- Had to pay \$7,500 for wiring to bring internet to my house. Now it works well.
- Have Roku and the streaming is terrible. Cannot watch CTSB because I'm on ROKU. Used to watch all the time when I had cable. It got too expensive. Now ROKU is creeping up to cable prices. May have to go to an antenna. You need to get some competition in here. I hope you don't renew with Spectrum. They are raking us over the coals.
- High speed internet is not as fast as it needs to be in our area
- Horribly expensive for what I receive. Majority of channels I don't even watch.
- I always receive my paper bill when it's due, always untimely. It would be a dream come true to select, and only pay for what channels I want. I'm now 70. Will it happen in my lifetime?
- I am a new resident. Set up cable before the move. However, on this installation day, found out that I could not have DVR even though I had a printout listing DVR. Later, found out one of the promotions given me should not have been offered. So, I ended up with fewer services and a higher bill. No two Spectrum employees will you the same thing - always say the previous person was wrong. And I receive my bill a day or two before due. No option but to pay the bill on their website as it takes 4 days on my banks to pay bill. Too much repetition on the channels offered and watch fewer channels.
- I am and have been very pissed off with their pricing. The service is expensive. There are frequent (raises?) without any choice in the matter
- I am completely frustrated and fed up with having to give \$ every month to a company with a monopoly on high-speed internet service. We need other, better options!
- I am particularly concerned about the short time given to pay bills. My March, 2022 bill was supposedly prepared on February 25 with a due date of March 6. However, I could not view the e-bill until March and did not receive an email notice of the e-bill until March 2, giving me 4 days to pay. This is the same every month. No other utility gives us this short a time to pay.
- I am very unhappy that Spectrum is cutting back on its financial support for CTSB. I would also like the internet speed to be faster.
- I answered the questions about Spectrum's T.V. because I used to have it and was unhappy so I no longer have it.
- I assume they're no better or worse than the others.
- I dislike the constant upselling of their products thru the mail. I dislike the gimmick of giving you a lower cost for the first 12 months (i.e., internet), then jacking the price up exponentially. I also would very much rather to only pick the channels that I like to watch. I got rid of the internet service because of the price increase.
- I don't like the way you have to search for channels and networks on Spectrum. Other providers I have used in the past, Verizon and Optimum, are much more user-friendly.
- I don't like having to pay for each cable box. Watched CTSB much more when it was on lower channels. Would like to delete channels not watched
- I dropped Spectrum cable. Then 2 years later, I still pay \$90 for landline and internet. It used to be the same price with cable. So "bugger" them. I keep them because I have no contract. Direct TV is worse.

- I feel spectrum never alerts customers when upgrade equipment becomes available. For the outrageous prices we pay for mediocre service upgrades should be known to everyone.
- I get the bill a day before it is due.
- I hate the bills that become due before they arrive!
- I hate the monopoly they have in our area. I am paid \$2700+ last year in cable. If there was some competition I think our rates would decrease.
- I have found the Lee store lacking. They don't always have the equipment needed. They also don't have their hours posted on the door.
- I have to pay for a lot of channels I'm not interested in watching. Only 3 or 4 I really like.
- I have to reset my spectrum black box at least once a week. Approximately 20 minutes to turn on!
- I live in Senior housing. We have a special bulk rate for cable television but not for internet. At the time it was negotiated internet was a luxury but not a necessity. Today it is no longer a luxury and as such should also be included in the bulk rate at a very low price - say an additional \$10 - \$15 per month.
- I never know about the community station. I will look at it. I think we need other alternatives to Spectrum. Higher speed internet is a must. Better equipment and service is a must. I like the idea of a la carte stations.
- I think Spectrum uses its monopoly power over local broadband service to also control the TV market. I looked into switching to satellite tv, but Spectrum keeps the cable tv price at a level where it does not save to switch.
- I think the price for the Spectrum is too much. They change rates at will. If something goes wrong with the box or modem, you have to get to the store and get a new one. You then have to set it up yourself. Not easy. You are not a computer person. Getting a service man would take 4 or 5 days and that is not good.
- I wish I could pick channels rather than have hundreds of channels we don't watch. The cost is so high when you are on a fixed income. I don't even have the premium channels and I pay 171.00 a month for basic internet and TV. I really should cancel it but there is nothing cheaper except streaming and that gets confusing. I hope you can help those of us who are retired and DON'T live in senior housing that includes the cable. Thanks
- I wish I had a choice for the amount of money I pay I hate spectrum.
- I wish we had options other than Spectrum. When there is no competition the service and prices are not the best.
- I would ala carte if was cheaper The service men are very good. The office staff lie to your face. Getting a repair man quickly is impossible
- I would like to see a choice in provider so that there is a free market. The prices are too high because there is no competition.
- I'm pretty sure the whole town of lee hates spectrum and wishes we had other options, it's overpriced and they are rude and not helpful at all. Internet is awful, rarely works.
- I'm glad CTSB is available. Will look it up.
- I'm new in town (since Oct 2021). Would like to know more about ctsb.org, sounds very interesting, but haven't had a chance to explore it.
- I'm not happy with the constant increase in surcharges
- In attempted to take on Spectrum as a provider, we found the cost they quoted for tying us in was exorbitant. We are back in a wooded property 500' and to get service to our home was quoted as \$9,000. We are still chained to Verizon slow net. Better with a new router, but hardly ideal. Hope the possibilities can be realized to supply fast full broadband to Sheffield and our home.
- In Housatonic- would like to see fiber optic expanded into village.
- In the last month our internet has slowed down and also completely cut off twice.
- In the past few years, Spectrum has increased their level of quick response, service, and customer support.
- In the past, we have repeated problems with tv and internet service and had many visits and phone calls to fix. For the past 3 months or so, no problems!

- Initially, I found that the speed of our internet connection was unreliable and could be extremely slow. It is my opinion that one is paying a premium for faster speed / download. Spectrum should offer a partial refund when this occurs
- Internet and broadband are needed for business growth, not just for entertainment. Five Town select boards, please join the 21st century. We rely on the internet for our phone service in Stockbridge. Even a basic service like that is denied us because you won't hold the utility's feet to the fire.
- Internet blinks in and out daily as well as phone service.
- Internet Could be faster
- Internet is constantly cutting in and out
- Internet is crazy expensive and just OKAY for speeds. We got rid of TV a few years ago because it was \$200 for phone, TV and internet. That's insane!
- Internet is slow, weak. The landline often just drops out. It seems that the network is affected by rain, wind, snow since the connections are open to the weather.
- Internet keeps going out and not as fast as they say. Keeps dropping you off. Cable boxes are old and keep needing to be rebooted
- Internet service is good. TV service is the worst I have ever experienced. At over \$250/month I should not need to reboot my modem television boxes three times a week. Verizon Vios and Comcast are vastly better services.
- It is infuriating to live in MA and be forced to watch the Albany NY feed for football, etc. We are in MA and should not be forced to watch the Giants, Jets or Bills when the Patriots are playing. If i had the chance I would drop the service for that reason alone.
- It seems like Spectrum is doing the bare minimum to keep cable subscribers. Competition would be very much appreciated. The tuning adapter is an annoyance and equip/ faulty. Can't count the number of tuning adapters we have replaced and one of the two is still faulty.
- It would be great to get another competitive broadband internet service provider to service Great Barrington. For example, can we get Verizon FIOS to provide some competition for Spectrum?
- It would be helpful for the survey to include a satisfaction level question for the cost of the spectrum services! Somewhat dissatisfied with the cost of the services in relation to the services provided.
- It would be so much fair if the public could choose the channels they prefer. We hate paying well over \$200 a month for the triple package of cable, internet and landline!
- It's quite expensive!!
- It's very expensive!
- It's critical to bring Fiber Optic to Great Barrington.
- It's too expensive. I pay \$525.00 per month and have no other option
- I've never had trouble, so thanks. Oh, return of equipment closer than LEE would be nice for the South County folks.
- Let another company in or create a town utility, no more Spectrum please
- Little that I like. Picture frequently, though briefly - frozen, or has interference with the picture
- Looking for an easy way to stream CBS news
- Lower the prices
- Lower your goddamn prices.
- Monopoly
- More Boston channels and less NY
- More competition. Boston channels. Lower rates for seniors
- More Massachusetts stations. Too many sports channels
- More reasonably priced unbundled options.
- Much too expensive
- My big complaint is the price, along with having to by tiers to get certain few channels we want to watch.

- My biggest complaint is having to pay for a box for each television, having to use 2 remotes for each tv, and constant issues when I turn on a tv and having to wait for it to boot up. I miss the days of turning on the power and just being able to watch!
- My bill for internet, TV and landline just went up. \$25 more each month. This service does not warrant such as large increase.
- my bill is outrageous. started out reasonable then once the 1-year special was over there were not anything more for discounts my monthly bill is \$250.
- My so-called promotional discount ends 4/23 and my bill is going up \$30!! And of course, there's no promotional offers available for the faithful subscriber, only for those who are new subscribers. And did you know they're thinking of closing the Lee office?
- My Spectrum internet tends to drop service a lot. It would be nice to have more options for cable / internet carriers. Right now, it feels like Spectrum has a monopoly on cable / internet service
- Need ability to choose individual channels rather than packages
- Need faster internet speeds.
- Needs to be cheaper
- No major problems, but the cost of service has continued to rise significantly since I became a customer in 2017
- Not sure why there's an exclusivity agreement with spectrum in the first place. Some choices in the market would result in better service all around. Also, the ALA cart option is only a good one if spectrum is not allowed to price gouge the individual channels this making it more expensive than the tiers- which is what is going to happen unless it's prevented in the language of the agreement with spectrum.
- of course: too expensive and no competition in the area. Prices rise every year. Despicable
- Often lose service and have the screen freeze. Not happy with it.
- One year ago, I was paying \$147 for triple-play service; in June 2021 it increased to \$166; now they have increased it another \$20 to \$186. Outrageous. Also, I would like to have a reduced rate for November through April, when I am rarely at my Lenox home.
- Our bill just went up over \$30 a month. I think that is a large increase in a year
- Outrageous price! Most station are repeated two or three times.
- Over a \$20 increase with no warning. No bill to see what went up. Very unhappy.
- over charged for the services provided.
- overpriced
- Overpriced cable for the service and options available
- Overpriced should be able to pick stations internet very expensive
- Overpriced. Competition needed.
- Overprices and lousy quality. Would switch providers if there was any workable alternative
- PLEASE bring back Boston channels - preferably WCVB
- Please get a Boston station back on. WCVB or another one. Please allow us to opt out of having fox news on basic cable
- Please sign up with a better company. The rates with this company are out of sight and not in line with the sketchy service we receive. The rates take a hike up too often, they take channels away that I originally signed up for, and service is often interrupted. Time Warner was so much better all around.
- Poor service. Have to continually call them for disruptive service due to the poor quality of their hardware
- Price for cable is outrageous. The channel lineup is at least triple for the same shows. The Lee store will not allow payment to be made. I wish we had other companies to choose from. IT's time to get ahold of the FCC - We need Boston our capital, not Albany. WW2P helps, but it's not Boston.
- Price is high. -Lower the price for B161 cable box. -Too many extra fees for services not used. Improve service for customers with 2 addresses/2 accounts. Causes confusion on their end. -Seasonal suspension service for part-time residents is GOOD and price is reasonable at present. But I would prefer to suspend completely

except that I have to return the equipment each year & then re-install it AND have a service person come to house at a cost equal to paying the seasonal charge (\$200) and on a Spectrum schedule that may be anywhere from 1 day to 1 week later. The only way to ensure Internet and TV on arrival for a part-time resident is to pay the seasonal fee and even then, it usually involves making phone calls to Spectrum (TV service is rarely working, Internet usually is)

- Price too much!!! They put one or two channels you want in a higher level! Also have the same channels three times!!!
- Prices are extremely high compared to the service we have (Fios) in NYC and not as good.
- prices going up again. receiver costs going up. they must already be paid for 10 times over. asked for ID when presenting a check for payment of bill with same name as check
- Prices keep changing and I don't have a choice - only game in town
- Provide reduction in rates and choice of channels without bundling.
- Provide yes network
- Really dislike quality of service altogether.
- Really dislike quality of service. Stations freeze up or go out of service together. Cable bill has doubled since Spectrum took over and service is horrible
- Remotes constantly fail. We pay far too much for assortment of channels we do not want or need. If no ala cart becomes available, we will stop using cable.
- Seriously thinking of getting rid of it. I can get streaming apps much cheaper. They are way too expensive
- Service is good but pricing is not. No stop to price increases, which are usually considerable. Refusal to renew promotional pricing is inexcusable.
- Service is inconsistent. It takes too long to get repairs made or service. CTSB should be returned to a lower channel selection, not hidden up in the high numbers.
- Service is intermittent and poor. Internet goes out regularly!
- service is ok, but the price is way too much for what you get. Would much prefer Verizon Fios and would switch immediately if available.
- Service is too expensive. Cable service has been out since January with a scheduled fixed in April -- how is that ok? They are pleasant but don't solve problems.
- Since the switch from time Warner, I feel the price goes up but nothing else has changed. Try to change a package which isn't grandfathered by time Warner and am told it's even more money. We don't watch cable as much as we used to but we still do watch it daily for news and weather.
- Since they have a monopoly, they simply do what they want. Hopefully, the Committee can get some constructive changes accomplished. Watching their meetings with the Spectrum official, has me doubting that much can be done. And, that is wrong.
- Some channels are really weird - sexually suggestive - no moral values. Grateful for EWTN 24 hrs. local national and international news!
- Spectrum acts like the uncaring monopoly which it is. Their overall attitude is 'it's our way or the highway'. Further, they are obscenely expensive. PLEASE, let's get rid of them.
- Spectrum billing is a nightmare. We will likely drop our cable service in the coming months as it is just so troubling dealing with Spectrum. Personally, I hope the contract is not renewed.
- Spectrum customer service is a hundred times better than xfinity/Comcast that we had in our last location.
- spectrum equipment is antiquated speed is not best we have two routers and boosters. crazy right in the heart of GB one block from town. costs are exorbitant!!!!
- Spectrum Increases rates without increasing benefits. Latest increase was 12%!! System is old (coaxial cable, not fiber). We will never live long enough to see Spectrum, who has us locked in, spend the money to put fiber on the poles. Internet upload speed is glacial (11mbps). \$99 fee charged for service visit to determine that the problem was with Spectrum's system, not a problem within my house. TV signal constantly pixelates, due to,

says the Spectrum service guy, 'problems on the poles'. It's getting worse; video hashes up and audio drops out. Cable boxes need frequent rebooting. Spectrum is the worst company I have ever dealt with. With no other alternative for internet here in Stockbridge, I'll have to continue to tolerate Spectrum for that service, BUT we will go to satellite for TV (Dish) and cancel Spectrum's phone land line. Why not look at a 5-town-owned cable system? Why can't Spectrum's rates be regulated? Why do they have an exclusive contract?

- Spectrum internet only service is very expensive and the quality does not improve when you upgrade to a faster internet. I wonder whether it is possible to have a more competitive rate for fast reliable internet- locally sourced.
- Spectrum is 4 out of 10. The internet speeds are very inconsistent, even though we pay for a higher tier. We previously had their television service, but found it to be too expensive for what they offered. I would love to be able to just get the major networks (ABC, CBS, NBC and FOX) without spending \$100 or more a month for the lowest tier cable package. Living in Monument Valley makes any kind of antennae useless
- Spectrum is awful! The store in Pittsfield - The people are rude, not helpful. No senior pricing. Raise prices, lower services. Nowhere on bill says they are raising prices.
- Spectrum is horribly overpriced and just keeps going up. Sometimes I pay for multiple homes and would appreciate if there was a better rate for this. I've had to downsize and will probably have to do it again.
- Spectrum is NEVER available to consult with a 'live' person when we've had problems or questions. There is no ability at all to access a 'Vacation Mode' so that we don't have to pay full rate while we are away and are not using the service. We have used Xfinity in another location and find their website and access to services to be clear, concise and very effective; they respond immediately to questions, repair requests and have easy-to-access Vacation Mode ability. They are a pleasure to do business with - AND they are much less expensive than Spectrum! We HATE having no choice but to use the monopolistic Spectrum/Comcast service and do not want to subscribe to a Dish or phone company network for our internet and TV.
- Spectrum is overpriced - does not offer senior or other discounts - does not upgrade equipment and generally acts like bully monopoly it is. No interest in locality and no respect! Spectrum's treatment of CTSB and efforts to avoid support are disgraceful.
- Spectrum is quick to respond to power outages which also affect phone and internet. We've had occasion to call Spectrum for service issues (most recently helping us to hook up our new Tivo box). Service is prompt, service person arrives as scheduled, helpful, friendly, patient. As answered in the questionnaire, we would appreciate the opportunity to customize channels vs having to pay for bundled tiers with many channels we never watch.
- Spectrum is the only game in town for Internet service. I would like to see some competition. Also, I would like to see Great Barrington get wired for fiber internet, which many of the surrounding hilltowns already have.
- Spectrum is the worst company for internet and TV. Their internet is slow and never seems to get fixed even after coming over to the house several times. Plus, the TV and internet prices are extremely high and always increasing compared to other companies. We need more options. This company is a monopoly.
- Spectrum NEEDS competition!!!!!!!!!!!!
- Spectrum needs to be replaced, we shouldn't bow down and have a ten-year agreement with them. Do not negotiate ten years, it's too long of a lock in. We need options with other broadcasters, xfinity , comcast etc.. we cornered ourselves into a single option service. This is not a good way of being able to bring someone else into the picture, monopolize the area, and leave us suffering. They can't get internet to work anywhere? ! Let alone the equipment breaking and being replaced every six months? On top of it these prices and up charges are insane. How, can this area that's in dire need of housing, people living on the streets, homeless kids whose parents couldn't afford the bills, gas, food, and insane spectrum rates. No one can afford homes, why should we do the same by allowing that with cable? Internet? Phone? Etc..... And having no options to choose elsewhere. Please, do not agree to ten years, bring in other companies, open the market for us. We're suffering
- Spectrum service does not include Boston channels. As a MA resident, I care about the news from the state capital. Unfortunately, Spectrum service is focused on Albany. Coverage for Western MA is limited to the

Spectrum channels and ? Access to Boston is needed.Eliminate Sinclair Broadcast channels and Fox news channels!

- Spectrum truly does not care about their customers but does care about making money. And Lots of it!
- Spectrum's service has been terrible for 3 years our first two years were good. Can't resolve any issue. Let's get another provider in here please!
- Still waiting for delivery of replacement modem/router after promised 3 months ago.
- Takes up to a week or more for service people to come. Bill is available way to close to due date. Constant pixilation of recorded shows & live shows. Service reps are unable to fix it. Monthly bill cost is exceedingly high for service we receive. Spectrum people we speak with are very courteous but the "Spectrum system" needs to change - we are individuals with names, not some bottom line mega billions for shareholder pockets.
- Ten years is a very long time to be locked into Spectrum or any other cable company. New technologies could make the present systems obsolete before a decade is over. The current bundling system is a cash cow for them not a service to the users. Let us select and pay for those services we choose.
- Terrible internet service - very spotty as depends on location in town and in home
- The bill is too high we pay about \$257 every month and have to reboot frequently. And they advertise \$49 a month on their commercials. So how come our bills are so high. They also exposed our private unlisted number that we paid to have unlisted. Wish we had other options for cable providers. We watch very few different channels. Internet is slower than we would like also. We have to wait 1-2 weeks or more for service. We get lots of pixels which are annoying even after rebooting.
- The cost for the fastest internet speed (400) is the same as twice as fast for what I paid in New York City. So, I get two times slower service for the same price. We are being overcharged for the internet speed. I wish there was another option for me besides Spectrum but with all the zoom calls and needs for streaming, I don't have a choice where I live. I think Spectrum needs to wire Stockbridge for faster speed Wi-Fi.
- The cost is atrocious! I pay \$240/mo. - for middle level cable, internet and landline. It keeps going up. They offer low cost for initial enrollment and then they increase it. They offer new customers cable and internet for \$49.99. That leaves \$200 for a land line??? I feel I'm subsidizing new customers. This (a la carte) would be definitely better and hopefully lower cost.
- The cost is too high. Don't want or need so many channels.
- The costs are out of control. It cost approximately \$3,000.00 annually to have cable and internet. That is insane.
- The Internet is good but the TV DVR service is awful. I have to reboot the server very, very often. It is a royal pain. My daughter lives in Pittsfield and her Spectrum DVR service are much, much better than mine. I wish we would get a competitor to Spectrum.
- The internet is unreliable at best and slow all the time and cuts out arbitrarily. The cable tv service is sporadic. The "buffering" symbol constantly interrupts our viewing. If Spectrum were not a monopoly, I would switch companies!
- The internet is way too expensive and I would rather have Sheffield pursue its own internet
- The lack of choice of service is frustrating. We can't just pay for internet but have to subscriber to the full service and get all of the channels we don't watch. Which they were more flexible with their "packages".
- The price of cable TV is getting too expensive. I think they should lower their prices. Also, I feel that they should offer a discount for seniors & low-income households.
- The prices are outrageous and there is no alternative. You should negotiate better monthly rates. There is a lot of poverty in our area.
- The pricing structure is too high. If they can give introductory rates, they should lower prices across the board. Our society requires internet access but I wonder how some families can afford this. The lack of competition lets them do whatever they want.
- the quality of internet is very variable

- The quality of Spectrums cable technology is at least 10 years behind Comcast. Compared to Comcast, Spectrum's cable box and remote technology is primitive, and its satellite box technology is non-existent (a service offered by Comcast that allows the same program to be watched or recorded in any room with a satellite cable box). Only because of the absence of any competition (based upon its exclusive contract with the towns) has Comcast been able to avoid making any of the investments/improvements necessary to provide the end users (the citizens/customers) with these upgraded services and technologies.
- The same problems keep coming back after service calls. It takes too long to get a technician to visit. The price is Outrageous and the service is lousy,
- The service is terrible. The remote control is very limited - i.e., no voice control that other companies offer. The internet speed is slow and often spotty. There is nothing good about their service and it is a terrible shame that they have a monopoly. Especially with so many people working remotely now, GB deserves better.
- The service was not available to our new house. They were not helpful at all in getting that done. By the time they did, I'd made other arrangements.
- Their technicians that come to the house are extremely polite and knowledgeable. Box issues we have had involving the cable line have always been resolved by them.
- There are three counties in the US where the cable TV does not reflect local interests and programming. Berkshire County is one of the three. I'm sick of Albany channels and news. I live in Mass. I want Boston channels. I want the Patriots and not the Giants, Bills or Jets. If Spectrum won't break us from Albany, get another provider who will, please.
- There are times internet is intermittent. Goes out for 30 secs. This happens several times a day
- There are very few good shows to watch and way too many commercials!
- Their billing tiers are an absolute rip-off, our bill is now over \$210 per month, we watch 5 channels tops, internet service is slow, land line is never used. Call Spectrum to lower service, they have more excuses of why the bundle is the best price, we're ditching cable tv next month, only will buy internet now, done being ripped off.
- There needs to be a second broadband option to compete with Spectrum, either Verizon FIOS or perhaps the Berk. Fiber Co. The maximum upload speed is 30-40 Mbs is terrible for the price paid compared even to what other cable companies provide. Hopefully, nobody around here is getting kickbacks and so everyone can support some decent competition.
- There needs to be real competition. Allow FIOS or other fiber service. Max upload speed is absurdly slow.
- These questions I answered about being satisfied with service questions and being courteous does not apply to the telephone people, who usually are not very friendly ...or don't speak English and never help. This applies only to the service people who come to my house and who are not subcontractors to Spectrum, and I get hold of myself. The questions are not specific enough between people who answer the phone and the private numbers to call for help with issues that's my biggest problem and complaint
- They are extremely overpriced and seem to think \$74.99 per month for basic cable/internet service only is fair price. And it is mediocre signal and bps. Spectrum abuses its sole server contract, bombs the customer with ads to upgrade.
- They are scandals overpriced since there is no competition in the area (e.g., Verizon) They can charge whatever they like!
- They charge more than advertised. Too much crap programming. We used to pay \$11 and got more. No New England stations. We don't know what is going on in our own state.
- They have reduced their billing remittance time so that it is impossible to remit my payment within the required time since i use internet banking, and then they instituted late payment charges. They also, in the past, doubled my internet charge over a 2-year period and continued to increase the charge.
- They increase their monthly service charge without any notification. I think \$75. is a lot for basic Internet Service.

- They stink. I just canceled cable. Their internet speed is slower here than elsewhere because they haven't upgraded.
- They're stupid expensive. When I try to work remotely (8am-5pm) any Zoom meeting is next to impossible to participate in. Zoom meetings after 5pm do not have any issues. It's apparent they drop the bandwidth on my residential account.
- Things never work as expected requiring a call to Spectrum to fix if they can. Very poor quality overall.
- This survey addresses television service only. Please provide an opportunity to comment on internet connectivity services as the quality of internet service is unacceptable. If Spectrum did not have a monopoly on this service in this area, the free market would evict them from our service area.
- Time Warner was a much better service
- Tired of rates going up (this month it went up \$21). When they do give you a discount to lower your bill, it goes right back to where it was within a few months. I also would like to see senior discounts for permanent residents
- too expensive
- Too expensive
- Too expensive for the stations I watch. Unable to choose the 20-30 I might watch. The rest are a waste. No other choices - a monopoly.
- Too expensive!
- Too expensive. Both cable and internet. No break for retired residents
- Too expensive. Long hold times.
- Too expensive. Some channels often break up and are unwatchable. Too many SPAM calls on landline.
- Too expensive. Taking channels always. No change on increased charges
- Too many channels are doubled or tripled on upper channels. Breaking up of sound and picture.
- Too many channels on different #'s. Sound of commercials blare 25db higher than shows. Tiered pricing rips off customers. Fees for boxes, modems too high, should be able to buy them. Broadcast TV surcharge \$16.50? For what. PEG fee \$5.52 Another rip-off every month. Send them packing. Let's get a new provider / supplier
- Too many channels we never watch.
- Too many FEES!!!!!!
- Too many programs that I don't watch. Cost is too high. Previous cable company was better (Time Warner)
- Too slow, & Too expensive
- Tooooo expensive. Toooo many fees. Prices rise too often. I have Hulu and Netflix for TV. Spectrum for internet. OOMA for land line. Cheaper, more variety than Spectrum
- Unable to subscribe due to long driveway. Their lines are so old and can't provide service.
- Unbundled please. I hate that Fox gets about 30% of my cable bill
- Very disappointed that the rates keep going up every year
- Very disheartened that our rates seem to increase close to 15% every year and that we can never speak to someone other than the person taking our initial call. It appears that Spectrum has eliminated discounts for "bundled" services.
- Very expensive!
- Very expensive. Random increases in monthly cost without any real explanation. Problem of exclusive agreement. We need competition from another internet service provider. Building own bundle using Spectrum Internet is discouraged because of high cost versus Spectrum tiers.
- Very spotty internet. Dropped calls.
- Way too expensive!
- Way too expensive!
- Way too expensive! A monopoly in our areas!
- Way too expensive!!!!!!

- We discontinued our TV service due to the lack of ability to choose channels. Please return Springfield based TV channels. Our Spectrum bill arrived too late to pay on time (usually on or 2 days of the due date).
- We don't get TV because it is ridiculously expensive. Over \$100 a month is not reasonable.
- We have a lot of trouble with buffering and consistent signal. Some channels constantly freeze up. It's too expensive for what you get. I would prefer an ala Carte channel selection
- We have called Spectrum many, many times since Netflix usually has to reload or won't work. I have tested our internet speed and it is below the level that we are paying for. No matter how many times we call or they come out, it never gets better.
- We just switched out of Spectrum (we had the biggest package plus internet) TV because the outages were horrible and the service was terrible. We switched to YouTube TV (it took days if not weeks to detach from Spectrum with their horrible representatives) and saved quite a bit of money. If there was a viable alternative to Spectrum for internet, we would switch that also.
- We live in Massachusetts, not New York. We want news coverage of events in Massachusetts, esp. Boston (our state capital, not Albany) Springfield news coverage does not substitute for Boston coverage where our lives are impacted by the state house. We strongly urge (Boston channels)
- WE need a competitor in here like Fios
- We need another option that is better! For goodness sake allow Verizon Fios into this so we have options. I have so many issues with the internet with Spectrum and the router signal does not even cover the entire house and this is the third one we have tried. We had Verizon in our old property and it was just far superior. After remote learning and the consistent failure of my internet to be able to teach from home if it was windy, rainy, apparently sometimes too sunny. We need to do better and to only have one company to provide these services is just ridiculous in 2022.
- We need to be Boston based
- We need to get our Boston stations back. We have several stations for "The Capitol Region" but nothing that covers what is happening coming out of Boston. We need to keep the Springfield station. Their billing is going up but the level and quality of stations is getting worse. Their equipment gets outdated but they don't update it unless you call them to complain about problems. Often it takes more than one trouble shooting attempt to get something taken care of. One service rep will fix something only to have the next one come along and undo it. The quality of their modems is inadequate for a small three-bedroom house and they say there is nothing more they can do to boost the signal.
- We switched from DISH in 2020 and have been very happy with Spectrum; they had to make multiple trips because of the nature of our property (off the road), but everyone who came was very pleasant and respectful. I am planning to use Spectrum for internet and phone (and likely TV) at a business I am opening in Great Barrington this year.
- We use only 2-3 channels on the TV. I am always trying to decrease monthly bundle and fees for TV, internet, phone impossible!
- We want fiber optic internet.
- We would like a Boston news channel. We don't care for Albany, Springfield or Worcester news. When we turn on the TV, it doesn't go to the last channel we were watching. It goes to Spectrum and we can't change it right away. Please change this.
- We would like other options. Service recently has been fine, but we've been through 4 -6 cable boxes and 2 modems. Each failure brings a repairman who knows PRECISELY how to fix the problem and then, there is failure again.
- When an issue arises, they are responsive and professional, however, they are expensive and our "packages" include so many channels that we do not view or want. Additionally, the internet is OK, could be better. The only way to improve is to purchase a more expensive tier. We already pay \$285 a month for all 3 services. It's just too much!

- Why don't they consider giving loyal customers a price break? Or maybe a price break for multiple cable boxes ("?"")
- Wish spectrum had a small-work from home business plan (basic phone, good Wi-Fi and cable tv bundled at a price point equal to what is offered w/ personal plans). Berk. Cty. has many self emp./ work from home residents. My husband is one. As a contractor (no employees - home office) he has to pay \$49+ to have his business name listed on our landline, which we only use for incoming/voicemail. He uses his mostly for outgoing calls. We tried bundling tv and internet to save money but the channel selection on the business side was awful! We found internet was worse than when we had personal WiFi and Spectrum's solution was an upgrade pkg. options were too expensive (geared towards larger businesses w/ features we didn't need). Streaming/Zoom mtgs became a problem during COVID when our kids and I also needed access for school/work. So we ended up going w/ a separate personal plan for TV internet and kept the landline on a business plan for incoming business calls but we pay \$49 + "call anywhere in US" but we only need basic as we can use cell for out of area calls out and we really only need basic service so his number can be listed in the business name.
- Wish the cost was lower Don't like paying a monthly fee for each TV box
- Wish there was competition. Really would like to be able to choose what to pay for. Also, there is such repetition of the channels that's ridiculous!
- Without any advance notice Spectrum just raised their bill over \$ 25 for services. You have to pay \$ 6 just to see the guide! Have had to return boxes multiple times.
- Would be nice to have an inexpensive internet only option. Or any other choice. They charge way too much and are not helpful on the phone in resolving things
- Would like Boston news stations
- Would like it to be less expensive!
- Would like to have choices - being able to pick a la carte or a choice among providers rather than monopoly Spectrum
- Would like to see some competition = lower bill. I pay \$200 as a senior citizen and that is outrageous!
- Would prefer FIOS and will leave Spectrum at my first chance. Don't like them as a company, they are predatory.
- would prefer we had fiber option similar to Egremont & Alford. GB is going to be at a disadvantage if we don't offer high speed internet
- Yes, absolutely. It would be very helpful if Spectrum would offer a lower subscription rate to the seniors who are on social security. Please consider it. Thank you.
- Yes. Cost of service has gone up. I do not like this.
- You charge too much.

FIVE TOWN CABLE ADVISORY COMMITTEE

*Representing the Towns of Great Barrington, Lee, Lenox,
Sheffield and Stockbridge Massachusetts*

The 10-year Franchise License Agreement between the towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge, with *Spectrum* to provide Cable services in the Five Towns will expire in early 2023.

The Five Town Cable Advisory Committee is preparing to negotiate the renewal of that license and is seeking your input, your thoughts and issues, past and present, and your assessment of *Spectrum's* overall performance in order to meet the current and future needs of our community.

Please take a moment to fill out this survey so the Committee can better understand how cable is currently working for, and is being used by, our community.

- 1) Which of the Five Towns do you live in?
Great Barrington Lee Lenox Sheffield Stockbridge
- 2) Are you a:
Part Time OR Full Time resident?
- 3) Do you subscribe to *Spectrum* Cable TV, Phone, or Internet services?
Yes No
- 4) What services do you receive from *Spectrum*? Check all that apply.
Cable TV Internet Land-line phone Mobile phone Other None
- 5) If you have Cable TV service, to what level do you subscribe?
Basic *Spectrum Select* *Spectrum Silver* *Spectrum Gold* Don't know
- 6) Would you prefer to customize channels purchased by your choice and not by tiers if such an option was available to you?
Customized, "*à la carte*" selection lets the subscriber choose the individual channels he or she wants and eliminates those they don't but pay for. The subscriber then pays for *only* the ones selected which can be change, add or subtract at will. The "tiers", as such disappear. *Modified "a la carte,"* where the Basic (Standard) tier remains, and the rest is "a la carte".
Yes No

7) Please rate *Spectrum's* service level for the following categories...

	VERY DISSATISFIED	SOMEWHAT DISSATISFIED	NEITHER SATISFIED OR DISSATISFIED	SOMEWHAT SATISFIED	VERY SATISFIED
1-800 Spectrum support					
Monthly invoice billing					
Routine repair and service					
Emergency service					
Courtesy of employees					
Resolution of issues					
Picture / audio quality					
Channel selection and availability					
Cable box modem equipment					

Do you stream media using a smart device?

Yes No

If you answered "Yes", please indicate on which device(s)

Smart TV Phone Computer Tablet Apple TV Roku / Firestick

8) Have you ever watched Community Television for the Southern Berkshires (CTSB)?

Yes No

9) Are you aware that CTSB was moved to Channels 1301, 1302 and 1303?

Yes No

10) Have you ever watched Community Television for the Southern Berkshires (CTSV) Channels 1301, 1302 and 1303 or visited the CTBS website at ctsbtv.org/?

Yes No

11) How often do you watch any of the local CTSB channels, 1301, 1302, 1303?

- Every day
- A few times a week
- A few times a month
- Rarely
- Once a month
- About once a week
- Less than once a month
- Never

12) What, if any local CTSB programs have you seen?

- Town or board of selectmen meetings
- Town planning board or committee meetings
- Senior center activities
- School committee meetings
- Library presentations or activities
- Parades, Fireworks, concerts and local events
- Locally produced educational programs
- Locally produced public interest programs
- Other meetings or activities

13) Are you aware that town meetings, events and many locally produced shows are searchable and available on-demand at CTBS.org?

Yes No

15) Is there any additional information about your overall experience with Spectrum's cable services that you would like to share?

This questionnaire can be download from the Great Barrington, Lee, Lenox, Stockbridge and Sheffield Town websites or a paper copy of this survey may be picked up at the town hall. Please return your survey form to Lenox Town Hall, 6 Walker Street, Lenox, MA 01240 Attention Cable Advisory Committee no later than May 5th, 2022. The Five Town Cable Advisory Committee thanks you for completing and submitting this survey.