

RENEWED FRANCHISE AGREEMENT OF COXCOM, INC.

Whereas, at a meeting, duly noticed and held on December 22, 1999, a panel of Commissioners of the Department of Public Utility Control ("Department" or "Franchising Authority") renewed a certificate of public convenience and necessity for CoxCom, Inc. d/b/a Cox Communications Connecticut/Manchester ("Franchisee"), the Department hereby issues, and the Franchisee hereby accepts, this Renewed Franchise Agreement to own and operate a community antenna television or cable system, in accordance with the terms and conditions set forth herein (hereinafter the "Franchise").

Section 1 GENERAL

1.1 **Definitions.** Terms used in this Franchise shall be construed as defined in Title 47 of the United States Code, as amended, in Section 16-1 of the State of Connecticut General Statutes (Revision of 1958, Revised to 1999) ("Conn. Gen. Stat.") and in Sections 16-333-1 and 16-331a-1 of the Regulations of Connecticut State Agencies ("Conn. Agencies Regs."), unless another meaning is expressed or is clearly apparent from the language or context.

1.2 **Applicable Law.** Franchisee is subject to all applicable statutes, regulations and orders of the Department as well as other provisions of law or regulation which may be applicable or may from time to time become applicable. Subject to the foregoing, and to any modifications hereto effectuated pursuant to the express provisions of Section 8.4 hereof, this Franchise shall constitute the entire agreement of the parties hereto.

1.3 **Severability.** If any section, sentence, clause or phrase of this Franchise is for any reason held illegal, invalid or unconstitutional, such invalidity shall not affect the validity of the Franchise.

Section 2 FRANCHISE ISSUANCE

2.1 **Authorization.** The Franchise hereby issued by the Department authorizes the Franchisee, subject to the provisions contained herein:

- (a) To construct, own, lease, maintain, operate, manage or control a community antenna television system, which is defined under Conn. Gen. Stat. § 16-1(a)(16) as a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide community antenna television service in, under or over any public street or highway, for hire, within the franchise territory designated in Section 2.2 herein (the "System").
- (b) To operate as a community antenna television company, as defined under Conn. Gen. Stat. § 16-1(a)(14).
- (c) To provide for hire, community antenna television service, as defined under Conn. Gen. Stat. § 16-1(a)(15), including the one-way transmission to subscribers of video programming or information that a community antenna television company makes available to all subscribers generally, and subscriber interaction, if any, which is required for the selection of such video programming or information.
- (d) To install, construct and operate a community antenna television system over public rights-of-way, and through easements which have been dedicated for compatible uses, which are within the Franchise Area, as designated in Section 2.2 herein.

2.2 **Designation of Franchise Area.** The franchise territory is that area contained within the geographical boundaries of the towns of Glastonbury, Manchester, Newington, Rocky Hill, South Windsor and Wethersfield.

2.3 **Duration of Franchise.** The Franchise shall be effective for a term of 12 years, commencing on the date of execution of this Franchise. This Franchise shall supercede and replace that Franchise in effect prior to the commencement of this Franchise.

2.4 **Revocation; Other Sanctions.** For due cause shown, following appropriate notice and a reasonable opportunity to cure, the Department may suspend or revoke this Franchise, after notice and opportunity to be heard, for failure to provide service according to the standards and conditions set forth herein, or may fine the Franchisee, its officers, agents and employees in accordance with the provisions of Conn. Gen. Stat. § 16-41.

2.5 **Renewal.** Application for renewal for an additional term may be made in accordance with the Communications Act of 1934, as amended, 47 U.S.C. § 546, and with Conn. Gen. Stat. § 16-331 and regulations promulgated thereunder.

Section 3 SYSTEM DESIGN, CONSTRUCTION & MAINTENANCE

3.1 **System Upgrade.** Franchisee shall:

- (a) Rebuild/upgrade the System presently operating in the Franchise Area from its present configuration to 750 MHz throughout, utilizing a system design as selected by Franchisee consistent with 47 U.S.C. § 544 (e), to include fiber technology used in a hybrid fiber coax network to provide no less than seventy-eight (78) video programming choices, and with two-way system capability and stand-by powering, construction to be completed no later than eighteen (18) months from the date hereof, provided that Franchisee agrees to undertake its best efforts to complete such construction within twelve (12) months from the date hereof;
- (b) Make available digitally compressed programming to the entire Franchise Area no later than eighteen (18) months from the date

hereof, provided that such service remains technologically and financially viable;

- (c) Make available Internet access to the entire Franchise Area no later than eighteen (18) months from the date hereof, provided that such service remains technologically and financially viable;
- (d) Subject to (a), (b) and (c) above, operate a technologically suitable System, taking into account appropriate economic circumstances, which offers a full range of services, facilities and equipment; consider the introduction of additional technological changes, taking into account the ongoing financial burden with respect thereto, as such may become reasonably and economically feasible and for which there is customer demand; strive to attain the best possible technical performance for the System consistent with sound engineering practices and with due regard to the principles of economic feasibility and viability; design and operate the System so as to meet all applicable technical performance standards as required by law; provide quality service and operate the System in a reasonably prudent and efficient manner; maintain all parts of the System in good condition and in accordance with standards generally observed by the cable television industry; and retain sufficient employees to provide safe, adequate and prompt service for all of the System's facilities.
- (e) Provide the Department, with quarterly construction reports on the progress of the System rebuild/upgrade, beginning with a report filed January 31, 2000, covering the previous calendar quarter and continuing until the rebuild/upgrade is complete.

3.2 **Line Extension.** The Franchisee will plan and complete construction in “new growth areas” within the Franchise as expeditiously as possible. Franchisee shall, upon request of those within the Franchise Area, provide cable service where expansion of distribution plant is required within six (6) months. Franchisee shall advise the Department, the Office of Consumer Counsel ("OCC"), and the Chairperson of the Advisory Council of any delay or difficulties encountered in response to such requests.

3.3 **Technical Standards.** At a minimum, the System shall meet the technical standards set forth in the Rules of the Federal Communications Commission ("FCC") or in bulletins issued from time to time by the Office of Science and Technology ("OST") or its equivalent.

3.4 **Other Construction Specifications.** Construction specifications not detailed elsewhere by regulation or order shall be governed by the latest edition of the National Electric Code and the National Electric Safety Code ("NESC"). Franchisee shall maintain its aerial facilities, including spacing between other utility facilities and communication gains, in accordance with the applicable standards set forth in the NESC.

3.5 **Maintenance.** Franchisee shall maintain all parts of the System in accordance with applicable technical standards, as provided in Section 3.3 and Section 3.4 hereof, and standards generally observed by the cable television industry. Franchisee shall inspect and repair all wiring during any visit to a customer’s premises, including verification of proper grounding. Franchisee shall conduct regular inspections of the System and do so in conjunction with the FCC's quarterly cumulative leakage index ("CLI") ride-out inspection and semi-annual Proof-of-Performance Test. Franchisee commits to an annual audit of the System to monitor plant condition, inspect subscriber drops and ensure that all cable plant meets applicable codes; Franchisee commits to properly resolve any problems detailed. Franchisee shall train and assign employees to monitor, detect and correct any System facilities that are found to be in violation of such standards. During these inspections, Franchisee shall, at a minimum, document

the following maintenance issues and within a reasonable time thereafter, generally no later than thirty (30) days, take appropriate action as noted:

- (a) Report to the custodian of the pole any tree or other vegetation that is not adequately trimmed or otherwise fails to provide adequate clearance;
- (b) Repair any broken lashing wires; and
- (c) Report to the custodian of the pole any inadequate utility line clearances or, in the event that such clearance is the direct result of Franchisee's error in construction, correct such inadequate clearances.

Should the Franchisee become aware of any maintenance issue that presents a safety hazard, Franchisee commits to taking immediate corrective action as to such maintenance issue.

Franchisee shall clarify its tree trimming responsibilities with each pole custodian and provide a report thereupon to the Department no later than March 31, 2000. Franchisee shall also provide a report when all tree trimming problems identified in the Needs Assessment have been corrected. Franchisee shall submit system audit and repair status reports to the Department no later than March 31, 2000, and annually thereafter.

3.6 **Permits.** If any municipality or other authority having jurisdiction over the maintenance of any public street or highway, through which the Franchisee's System will or does operate in, under or over, neglects or refuses to grant any permit required to perform any of the terms and obligations set forth herein, or imposes unlawful or unreasonable terms and conditions upon such permits, the Franchisee, in such manner as do other public service companies under Conn. Gen. Stat. §§ 16-229 and 16-231, may appeal to the Department, which may grant such permit in writing upon such terms and conditions as to the carrying on of such work as it finds just, reasonable and otherwise consistent with this Franchise and applicable law.

Section 4 NON-DISCRIMINATION

4.1 **Discrimination Prohibited.** Franchisee shall not unlawfully discriminate among subscribers of community antenna television service, provided that nothing herein shall be construed to prohibit or limit promotions offered by Franchisee.

Section 5 CUSTOMER SERVICE

5.1 **Business Hours.** Franchisee shall maintain a business office in the Franchise Area. The office shall be open and adequately staffed during normal business hours in accordance with Conn. Gen. Stat. § 16-333k. Franchisee may change business hours as appropriate in order to continue to provide quality customer service.

5.2 **Customer Inquiries; Response.** Franchisee shall have sufficient personnel to receive and respond to customer inquiries by the close of the next business day.

5.3 **Phone Service.** Franchisee shall ensure prompt and responsive phone service at all times and shall maintain sufficient telephone lines in accordance with Conn. Gen. Stat. § 16-333k. Franchisee shall maintain a toll-free 24-hour telephone number for customers.

5.4 **Customer Service and Billing Complaints.** Franchisee shall promptly resolve service and billing complaints. With respect to billing complaints, Franchisee shall investigate the complaint and provide to the customer an initial response within three (3) days, and advise subscribers that a written response is available if requested by the subscriber. If requested by the subscriber, a written response will be sent within fifteen (15) days after receipt of the complaint.

5.5 **Records.** Franchisee shall maintain written records relating to System operations of all service complaints and their final disposition. Records of customer complaints emanating from this Franchise Area shall be maintained separately from any other Connecticut franchise areas, shall be maintained by general type, and shall be kept for a period of not less than three (3) years. Franchisee shall submit any report, record or data requested by the

Department, subject to the provisions of Conn. Gen. Stat. § 53-420 through § 53-422 and 47 U.S.C. § 551.

5.6 **Service Orders.** Franchisee shall use its best efforts to comply with any request or order for disconnection, installation, or relocation of service within five (5) days after the date of the request, unless the customer requests a date that is more than five (5) days after the date of request. The Company will also perform, on request and consistent with prudent safety practices, installations, disconnections and relocations after 5:00 p.m. Franchisee shall offer a choice of morning or afternoon appointments, including Saturdays, and will make every reasonable effort to accommodate customers' requests. If Franchisee is unable to meet a scheduled customer appointment, Franchisee shall afford that customer priority with respect to the next available scheduled appointment.

5.7 **Service Interruptions.** Franchisee shall promptly notify the Department of any planned significant interruption in the operation of the System. For purposes of this section a "significant interruption in the operation of the System" shall mean any interruption of a duration of at least four (4) continuous hours to at least ten percent (10%) of the total number of customers during the period from 7:00 a.m. to 11:00 p.m. Franchisee shall exercise its best efforts to limit any interruption of service for the purpose of maintenance, repair, or construction of the System to periods of minimum use. Franchisee shall, absent extraordinary circumstances, restore interrupted service within twenty-four (24) hours from the time of interruption. In the event that an outage exceeds twenty-four (24) hours, Franchisee shall issue a pro rata credit upon request to affected customers for those outages not caused by the customer. Franchisee shall restore service expeditiously in all cases.

5.8 **Service Staff.** Franchisee shall employ or contract for, on a full-time basis, a service and repair force of competent technicians, selected consistent with Section 8.3 hereof, which is capable of maintaining the System in accordance with the technical performance and customer service standards mandated in this agreement and applicable statutes and regulations.

5.9 **Tariffs.** Except as otherwise provided for specifically herein or by applicable law, the terms and conditions governing Franchisee's obligations in its dealings with customers and potential customers shall be governed by Franchisee's tariffs. Franchisee shall continue to file its tariffs, schedule of rates and charges, and channel line-ups with the Department, updating them whenever the rates and charges, channel line-ups or terms and conditions of service are changed.

5.10 **Rates.** Franchisee may amend its rates from time to time in accordance with applicable law.

5.11 **Special Equipment.** Franchisee shall equip its business office with a Telecommunications Device for the Deaf. Franchisee shall make available closed caption devices for hearing impaired customers at cost and at no installation charge, provide parental control devices to customers upon request at no charge, and offer to qualified physically disabled customers a remote control unit at no charge.

5.12 **Low Income, Senior Citizen Discounts.** Franchisee shall provide a fifteen percent (15%) discount from the basic service rate to those residential customers who meet the requirements of the Conn/PACE, Conn/MAP and the Homeowners and Renters Tax Relief Programs.

Section 6 PROGRAMMING

6.1 **Programming.** Franchisee shall offer a diversity of programming choices on the system to its customers during the term of the Franchise, taking into account customers' desires and the costs to meet customers' needs.

6.2 **Legal Requirements.** Franchisee shall comply with all applicable rules and regulations of the FCC concerning which signals must be carried within the System, and shall use reasonable efforts, where appropriate, given customer preferences and availability at reasonable cost, to carry additional over the air broadcast signals not required by such rules and regulations.

6.3 **Advanced Services.** Franchisee shall endeavor, subject to customer interest and economic and technological feasibility, to offer advanced services as they are developed. Franchisee intends to offer to its customers at least one (1) Internet access provider such as Cox @ Home, or the equivalent thereof, as provided in Section 3.1(c) hereof.

Section 7 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

7.1 **Access Programming.** Franchisee will continue to maintain one (1) system-wide channel to be dedicated to community access; one (1) system-wide channel for local origination programming; and two (2) town-specific channels to be dedicated solely to public, educational and governmental (“PEG”) access use.

7.2 **Management.** Franchisee shall continue to be responsible for PEG access in its capacity as the sole manager of PEG access. In that capacity, Franchisee shall continue to acknowledge and work with the three (3) town community access user groups in existence and operation at the commencement of this Franchise: Rocky Hill Community TV; Newington Community TV; and Wethersfield Community TV, provided that nothing herein shall be construed to limit, modify or supercede the Franchisee’s overall responsibility for management of PEG access in the Franchise Area, including any town where such community access user group is in existence. Franchisee shall mediate and endeavor to resolve any complaints or issues about the town user access groups raised by PEG access users or town officials. Franchisee shall develop a plan for the management of PEG access and submit said plan to the Department no later than March 22, 2000; Franchisee agrees to collaborate with its Advisory Council and the OCC in the development of said plan.

7.3 **Funding.** Franchisee shall manage and operate PEG access based on funding in the amount of \$5.50 per subscriber per year, subject to annual inflation adjustments in accordance with Conn. Gen. Stat. § 16-331a(k) (“PEG Funding”). Franchisee shall manage and operate all PEG access operations, including operating and capital costs, from this PEG Funding throughout the Franchise term. In the event that capital funds in addition to the budgeted amount

are needed in a budget year, the Company shall advance funds expressly for such purposes, interest free, with repayment amortized for the duration of the Franchise term from future PEG Funding. Franchisee shall also make available funding to the three (3) town access user groups described in Section 7.2 hereof, in an annual amount not to exceed \$30,000.00 in total, subject to the annual inflation adjustment, all to be inclusive of the total PEG Funding described herein, provided that any such town access user group desiring funds submits a bona fide reasonable budget to Franchisee seeking a pro-rata allocation of such funding.

7.4 **Equipment.** Franchisee is responsible for and shall maintain for community access use the equipment required by Conn. Agencies Regs. § 16-333-33b(c)(1)(B). Franchisee is responsible for all expenses related to maintenance, repair, improvement, purchase and replacement of such equipment, including such equipment in the possession of the three (3) town community access user groups described in Section 7.2 hereof, and all such expenses shall be inclusive of the PEG Funding set forth in Section 7.3 hereof.

7.5 **Studio.** Franchisee is responsible for and shall maintain an equipped production studio in the Franchise Area that shall, at a minimum, comply with the requirements set forth in Conn. Agencies Regs. §§ 16-333-33a(c) and 16-333-33b(c). Franchisee is responsible for all expenses related to maintenance, repair, improvement and replacement, if any, of such studio, and all such expenses shall be inclusive of the PEG Funding set forth in Section 7.3 hereof. The hours of operation of the studio for PEG access purposes shall be, subject to holiday or emergency closing, from 10:00 a.m. to 9:30 p.m., Monday through Friday; 10:00 a.m. to 4:00 p.m., Saturday; and other reasonable hours by advance appointment.

7.6 **Training.** Franchisee shall continue to offer training programs for qualified persons interested in PEG access in accordance with Conn. Agencies Regs. § 16-331a-11(b)(1). Franchisee shall publicize the availability of such training programs.

7.7 **Promotion.** Franchisee shall undertake reasonable efforts to promote PEG access in the Franchise Area. As a major component of such efforts, Franchisee agrees to

provide a minimum of 30 spot advertisements or character generated advertisements per month to promote PEG access.

7.8 **Return Lines.** Franchisee shall continue to provide and maintain existing return lines for PEG access purposes throughout the various locations in the Franchise Area. Upon completion of the upgrade, Franchisee shall activate and maintain two (2) additional return lines per town within the Franchise Area, provided that such return line sites for those towns that have not yet been upgraded upon execution of this Agreement are approved by the town and the Advisory Council and submitted to the Franchisee prior to the commencement of the upgrade/rebuild or, upon request and if additional time is required, at any time during the term of this Franchise.

7.9 **Reports.** Franchisee shall, in its report on PEG access submitted annually to the Department on or before February fifteenth of each year, include a copy of the rules, regulations and policies being used in each municipality in the Franchise Area for the operation of PEG access channels.

Section 8 MISCELLANEOUS

8.1 **Advisory Council.** Franchisee shall provide to its Advisory Council, at the Council's option, either \$2,000.00 per year or in-kind administrative support, such as notification of Council meetings, record-keeping, recording and distribution of meeting minutes and any other reasonable assistance requested by the Council. Franchisee's representatives shall make every effort to attend all meetings of the Advisory Council and otherwise communicate on an as-needed basis with Council members to inform them about issues affecting cable customers, such as proposed programming, PEG access, billing procedures and other customer service matters, provided that nothing herein shall be construed to require Franchisee to disclose confidential or proprietary information to the Advisory Council, or any other such information that is privileged or protected by 47 U.S.C. § 551; the Communications Consumer Privacy Act,

codified in Conn. Gen. Stat. §§ 53-422 et seq.; or any other applicable laws. Franchisee shall comply with all applicable statutes and regulations pertaining to the Advisory Council.

8.2 **Surveys.** Franchisee shall conduct a professional-quality, statistically valid survey on an annual basis to monitor service quality and subscribers' concerns. The Advisory Council may provide Franchisee with two (2) questions for each such survey. Franchisee shall provide the Advisory Council with the responses to its two (2) survey questions along with a non-proprietary, executive summary of the entire survey.

8.3 **EEO.** Franchisee shall operate as an equal opportunity employer, in compliance with state and federal law. Franchisee shall comply with Section 634 of the Communications Act of 1934, as amended, codified at 47 U.S.C. § 554.

8.4 **Modifications.** The terms and conditions of this Franchise may be modified only by mutual consent of the Department and Franchisee or as otherwise permitted by Section 625 of the Communications Act of 1934, as amended, codified at 47 U.S.C. § 545.

8.5 **Financial Guarantees.** Franchisee represents that, as of the date hereof, all terms and conditions of the Franchise are financially practicable and Franchisee has sufficient financial resources to perform hereunder.

8.6 **Non-waiver.** Nothing contained herein shall be construed to constitute a waiver by Franchisee or the Department of their respective rights guaranteed under both federal and Connecticut constitutional, statutory and common law and regulations applicable hereto.

8.7 **Non-enforcement.** Franchisee shall not be relieved of any obligation to comply with any of the provisions of the Franchise or any rule, regulation, requirement or order promulgated by the Department by reason of any failure of the Department to enforce prompt compliance, unless otherwise required by applicable law.

8.8 **Force Majeure.** Whenever a period of time is provided for in this Franchise for Franchisee to do or perform any act or obligation, Franchisee shall not be liable for any delays due to: war; riot; insurrection; rebellion; strike; lockout; unavoidable casualty or damage to personnel, materials or equipment; fire; flood; storm; earthquake; tornado; orders of a

court of competent jurisdiction; and any other cause commonly known as "an act of God"; and, in any such event, said time period shall be extended for the amount of time Franchisee is so delayed.

FRANCHISING AUTHORITY -
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC UTILITY CONTROL

FRANCHISEE -
COXCOM, INC.

By _____
Donald W. Downes
Its Chairman

By _____
Greg Bicket
Its Vice President