

ORDINANCE NO. _____

An ordinance granting a nonexclusive Franchise for the maintenance and operation in Town of Roxbury of a cable system.

Be it ordained by the Town of Roxbury:

Section 1. Grant of Non-Exclusive Franchise.

There is hereby granted Town of Roxbury and assigned a non-exclusive Franchise to Charter Cable Partners, L.L.C., hereinafter referred to as the "Franchisee," to operate and maintain a cable system for a period of 15 years, with option to renew for an additional 15 years upon renegotiation and acceptance by both parties.

Section 2. Definitions.

d/b/a Charter Communications

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory.

1. "Town" shall mean Roxbury.
2. "Board" shall mean the governing body of Town of Roxbury.
3. "Franchise" shall mean the authorization to operate a cable television system, including all mutual rights, duties and obligations of the Franchisee and the Town as contained in this Ordinance.
4. "Franchisee" shall mean Charter Cable Partners, L.L.C., its successor or any affiliated company in accordance with the provisions of this Ordinance.
5. "Gross Revenue" shall mean any revenue received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) unrecovered bad debt; (3) any PEG or I-Net amounts recovered from Subscribers; and (4) revenue from high-speed internet service.
6. "System" shall mean those antennas, cables, wires, lines towers, waveguides, or other conductors, converters, equipment or facilities, designed and constructed within the Town for the purpose of producing, providing, receiving, transmitting, amplifying and distributing, audio, video and other forms of electronics or directional duplex signals.

Section 3. Grant of Authority.

Franchisee shall be given the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over, and under the streets, alleys, public ways now laid out or dedicated and in compatible easements, and all extensions, thereof, and additions thereto, in the Town, poles, wires, cables, underground conduits, manholes, and other equipment and fixtures necessary for the maintenance and operation of a cable system.

Franchisee shall raise or lower wires or equipment upon the reasonable request of any third person, including any person holding a building permit. Expenses associated with raising and lowering the wires or equipment shall be paid by the person requesting the same (except in cases where Franchisee is required to bear the costs under other provisions of this Franchise) and the Franchisee may require advance payment. Franchisee shall be entitled to require that it be given up to ten (10) days advance notice by the person requesting the movement.

Section 4. Compliance with Applicable Laws.

Franchisee, shall, at all times during the life of this Franchise, be subject, when not inconsistent with this Franchise, to all lawful exercise of the police power by the Town and to such reasonable regulation as the Town shall hereafter provide.

Section 5. Compliance with FCC Regulation.

Franchisee shall comply with all applicable rules and regulations of the Federal Communications Commission.

Copies of all petitions, applications and communications submitted by the Franchisee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect of any matters directly affecting Cable System operations authorized pursuant to the Franchise, shall be submitted to the Board upon request.

Section 6. Compliance with Electrical Standards.

Construction and maintenance of the transmission and distribution system including house connections, shall be in accordance with the provisions of the National Electrical Safety Code of the National Board of Fire Underwriters, and such safety codes as now exist or which may be established in the future. In the event of a conflict among safety codes, the strictest standard shall apply.

Section 7. Franchise Requirements for Other Franchise Holders.

In the event that Town grants one (1) or more Franchise(s) or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the Franchisee it shall not make the grant on more favorable or less burdensome terms. If Franchisee finds that the agreement(s) granting

said other Franchise(s) contain provisions imposing lesser obligations on the Company(s) thereof than are imposed by the provisions of this Franchise, Franchisee may petition Town for a modification of this Franchise. The Franchisee shall be entitled, with respect to said lesser obligations to such modification(s) of this Franchise as may be determined to be necessary to insure fair and equal treatment by this Franchise and said other agreements.

In the event that a non-Franchise multichannel video programming distributor provides service to the residents of the Town, the Franchisee shall have a right to request Franchise amendments that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition seeking to amend the Franchise. Such petitions shall:

1. Indicate the presence of a non-Franchised competitor(s);
2. Identify the basis for Franchisee's belief that certain provisions of the Franchise place Franchisee at a competitive disadvantage;
3. Identify the regulatory burdens to be remanded or repealed in order to eliminate the competitive disadvantage.

The Town shall not unreasonably withhold granting the Franchisee's petition and so amending the Franchise.

Section 8. Cable System Franchise Required

No cable system shall be allowed to occupy or use the streets or public right-of-way of the Town or be allowed to operate without a cable system Franchise.

Section 9. Service Territory.

Franchisee's distribution system shall be capable of providing service to all potential subscribers requesting service within the incorporated limits of the Town and shall extend its distribution system to serve additional subscribers in any unserved areas of the Town as of the effective date of this Ordinance whenever the number of unserved homes passed by such extension would exceed 30 homes per mile; provided that such extensions are technically and economically feasible to the Franchisee.

Where the length of a drop cable required to serve an individual resident would exceed 150 feet, the subscriber served by such a drop cable shall pay the cost of installing a feeder cable to a point where the subscriber will receive a signal without degradation of picture quality or reliability.

Section 10. Customer Service.

Franchisee shall comply with applicable Federal, State and local laws for the protection of privacy of cable subscribers.

Franchisee shall render efficient repair service, and interrupt service only for good cause and for the shortest time possible. A toll-free telephone number shall be maintained so that complaints and repair requests may be received by Franchisee at any time. All non-emergency service requests and complaints shall be responded to within five (5) days of receipt. All emergencies and/or system outages will be responded to within twenty-four (24) hours.

Franchisee shall give Town thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

The Franchisee shall by appropriate means, as subscribers are connected or reconnected to the system, furnish information concerning the procedures for making inquiries and/or complaints, including the name, address and toll-free telephone number of the Franchisee.

The equipment installed by the Franchisee in the subscriber's home shall remain the property of the Franchisee and shall be subject to reasonable inspection and service by the Franchisee at reasonable hours, and removal upon non-payment or termination of the service.

Section 11. Community Programming.

Franchisee shall reserve one local access/PEG (Public, Education, Government) Channel.

Section 12. Service to Town.

Franchisee shall provide and maintain one free connection of basic cable service to municipal buildings, and to all public and parochial primary and secondary schools located in the Town that pass by the cable system and a cable drop from the plant shall not exceed 150 feet to the building. The cost of any internal wiring and additional costs to add drops or equipment beyond 150 feet for cable drops shall be borne by the Town.

Section 13. Fee to Town.

Franchisee shall pay to the Town for the privilege of operating a cable system under this Franchise two percent (2%) of its gross revenue, as defined herein, and in accordance with the Cable Act. Such percentage shall be payable to the Town on an annual basis due no later than ninety (90) days following the end of the period.

Town shall have the right to inspect for up to three (3) previous years the Franchisee's records showing its gross receipts for all services from which its contracted payouts are computed. No acceptance of any payout by the Town shall be construed as a release of or an accord or satisfaction of any claim the Town might have for further or additional sums payable under the terms of this Franchise.

Section 14. Conditions on Street Use.

Franchisee shall endeavor to obtain rights to use facilities belonging to other Franchise holders within the Town. Approval of the assignment of such rights to the Franchisee by such other Franchise holders is hereby expressly given by the Town, it being the intention of the Town that the Franchisee will utilize public utility facilities where feasible.

All transmission and distribution structures, lines, and equipment erected by the Franchisee within the Town shall be located so as not to interfere with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places, and not to interfere with existing public utility installation.

If the Franchisee disturbs any pavements, sidewalks, driveways or other surfacing, it shall, at its own expense, and in the manner provided by the Town, replace and restore all such pavings, sidewalks, driveways or other surfaces of any streets or alleys thus disturbed.

If at any time during the period of this Franchise, the Town shall lawfully elect to alter, or change the grade or alley, or other public ways, the Franchisee shall upon reasonable notice by the Town, remove and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense, and in each instance comply with the requirements of the Town.

Section 15. Indemnification and Insurance.

Workers' Compensation

Statutory Limits

Commercial General Liability

\$1,000,000 per occurrence,
Combined Single Liability
(C.S.L.)
\$2,000,000 General Aggregate

Auto Liability including coverage
on all owned, non-owned and
hired autos

\$1,000,000 per occurrence C.S.L.

Umbrella Liability

\$1,000,000 per occurrence C.S.L.

The Town shall be added as an Additional Insured to the above Commercial General Liability and Auto Liability Insurance Coverage.

The Franchisee shall furnish the Town with current Certificates of Insurance evidencing such coverage.

Section 16. Notice.

Any notices to be sent to the parties hereto shall be sent to the following addresses; unless either party notifies the other in writing of another address:

Town of Roxbury
Attn: Ervin C Breunig
8478 County Highway V
Sauk City, Wisconsin 53583

Charter Communications
Attn: James Bonneville
Government Relations Manager
5618 Odana Road, Suite 150
Madison, Wisconsin 53719

And copy:
Charter Communications
Attn: Celeste M. Vossmeier Vice President
Government Relations
12444 Powerscourt, 4th Floor
St. Louis, MO 63131

Section 17. Duration and Renewal of Franchise.

This Franchise and the rights, privileges and authority hereby granted shall take effect upon execution of this Agreement by both parties.

This Franchise may be renewed for an additional 15 years if the Franchisee has substantially complied with the material terms of the Franchise and with applicable law.

Section 18. Emergency Use of Facilities.

In the case of any emergency or disaster, the Franchisee shall upon request of the Town, make available its facilities for emergency use during the emergency or disaster.

Section 19. Public Records.

The Town shall have access to records and other like materials of the Franchisee upon reasonable prior notice as mutually agreed upon by the Town and Franchisee.

Section 20. Forfeiture of Franchise.

(a) In addition to all other rights and powers pertaining to the Town by virtue of this Franchise or otherwise, the Town reserves the right to terminate and cancel this Franchise and all rights and privileges of the Franchisee hereunder in the event that the Franchisee:

- (1) Violates any provision of this Franchise.
- (2) Becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt;
- (3) Practices any fraud or deceit upon the Town.

(b) Such termination and cancellation shall be by Ordinance duly adopted after thirty (30) days written notice to the Franchisee and shall in no way affect any of the Town's rights under this Franchise or any provisions of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact shall be made by the Board or its representative. Before this Franchise may be terminated and canceled under this Section, the Franchisee must be provided with an opportunity to be heard before the Board and an opportunity to cure any condition leading to termination or cancellation. If the Franchisee has corrected the condition leading to termination or cancellation within the thirty (30) days written notice of termination or cancellation, or, if such correction requires more than thirty (30) days, has begun to correct any such condition, this Franchise shall remain in effect.

(c) Prevention or delay of any performance under the Franchise due to circumstances beyond the control of Franchisee or Town including, but not limited to, natural disaster, employee strikes or war shall not be deemed noncompliance with or a violation of this Franchise.

Section 21. Equal Employment Opportunity Compliance.

Franchisee shall comply at all times with applicable Federal, State and local laws and all executive and administrative orders relating to nondiscrimination, equal employment and affirmative action.

Section 22. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unconstitutional or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.

Section 23. Integration.

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

Section 24. Rate Regulation.

To the extent that Federal or State Law or regulation may now, or as the same may hereafter be amended to, authorize the Town to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by the Franchisee, the Town shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from

exercising such regulation for any period of time, at the sole discretion of the Town. If and when exercising rate regulation, the Town shall abide by the terms and conditions set forth by the FCC.

Dated this 4 day of Nov, 2002.

Town of Roxbury

By: Eric Breunig
Chairman

Marvin P Breunig
Witness

MARVIN P BREUNIG
(Print Name)

Charter Cable Partners, L.L.C.
d/b/a Charter
Communications

By: Celeste Vossmeier
Celeste Vossmeier
Vice President of Government Relations

Dated: 5 Dec 02