

**SCHEDULE 5.10**

**Billing and Termination Requirements**

**207 CMR et seq**

207 CMR 10.00: BILLING AND TERMINATION OF SERVICE

Section

- 10.01: Notification of Billing Practices
- 10.02: Notification of Services, Rates and Charges
- 10.03: Equipment Notification
- 10.04: Form of Bill
- 10.05: Advance Billing and Issuance of Bills
- 10.06: Billing Due Dates, Delinquency, Late Charges and Termination of Service
- 10.07: Charges for Disconnection or Downgrading of Service
- 10.08: Billing Disputes
- 10.09: Service Interruptions
- 10.10: Waiver

10.01: Notification of Billing Practices

(1) Every cable television operator shall notify each of its subscribers, in writing, of its billing practices. The notice shall describe the operator's billing practices including but not limited to the following: frequency of billing, time periods upon which billing is based, advance billing practices, security deposit requirements, charges and policies for late payments or returned checks, payment requirements necessary to avoid account delinquency, termination of service procedures, policies relating to the timing of posting of payment, availability of credits or rebates for service interruptions, pay-per-view billing procedures, procedures to be followed to request service deletions including the notice period a subscriber must give to avoid liability for such services and procedures to be followed in the event of a billing dispute.

(2) The cable television operator shall give notice of its billing practices to potential subscribers before a subscription agreement is reached.

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

(4) 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

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

10.02: Notification of Services, Rates and Charges

(1) Every cable television operator shall provide full disclosure to each of its subscribers, in writing, of all its programming services and rates.

(2) Every cable television operator shall provide full disclosure to each of its subscribers, in writing of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services.

(3) Every cable television operator shall notify each of its subscribers in writing, of the charge, if any, for service visits and under what circumstances such charge will be imposed.

10.02: continued

- (4) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (5) 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) Negative Option Billing. 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 provided that such change is otherwise consistent with applicable regulations. A subscriber's failure to refuse a cable operator's proposal to provide such service or equipment is not an affirmative request for service or equipment. A subscriber's affirmative request for service or equipment may be made orally or in writing.

10.03: Equipment Notification

- (1) Every cable television operator shall provide each of its subscribers an equipment notice, in writing. The notice shall:
  - (a) describe the function of operator-supplied equipment and its interaction with consumer-owned equipment, including but not limited to remote control units, A/B switches, converters, parental control devices and video cassette recorders;
  - (b) describe problems, if any, associated with the interaction of operator-supplied equipment with consumer-owned equipment, including but not limited to situations where the use of operator-supplied equipment is incompatible with the use of consumer-owned equipment;
  - (c) state the circumstances under which it is necessary to use a separate converter;
  - (d) describe the operator's policies regarding ownership of and liability for operator-supplied equipment, including but not limited to, the conditions under which the equipment may be leased or sold to subscribers, and policies related to damaged, stolen or lost operator-supplied equipment; and
  - (e) inform subscribers of the circumstances under which they may or may not modify operator-supplied equipment.
- (2) The cable television operator shall give notice in writing of its policies and practices regarding equipment to potential subscribers before a subscription agreement is reached and annually to all existing subscribers.
- (3) 30 days prior to changing one of its policies and/or practices regarding equipment, the cable television operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change, including a description of the changed policy and/or practice.
- (4) A copy of the cable television operator's equipment notice shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where it shall be available for public inspection. If an operator amends its equipment notice, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

10.04: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) the name and local address of the cable television operator;
  - (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 date on which individually chargeable services were rendered;
  - (d) Bills must be fully itemized, showing each rate or charge levied. Itemizations shall include, but not be limited to, basic, premium service and equipment charges, as well as any unit or per item charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits. Itemizations shall include total pay-per-view charges, if any, incurred during the billing period, the number of events viewed in each price category, the program price and the titles of all pay-per-view events purchased during the billing period;
  - (e) the amount of the bill for the current billing period, separate from any balance due;
  - (f) any applicable credits and the dates on which they were applied;
  - (g) the operator's local telephone number and a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of a subscriber's rights under 207 CMR 10.08 in the event of a billing dispute; and
  - (h) 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 10.04, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3)
  - (a) The charge identified on the subscriber bill as the total charge for cable service should include all fees and costs itemized according to 207 CMR 10.04. Cable operators shall not identify costs as separate costs over and above the amount the cable operator charges a subscriber for cable service, but the cable operator may include, as an explanatory legend on the bill, those costs described in the Communications Act as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 USC § 521 *et seq.*, at 47 USC § 622(c).
  - (b) If an operator itemizes any cost, other than those specifically allowed by 47 USC § 622(c), the operator shall not selectively itemize costs.
  - (c) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.05: 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. Upon petition by an operator, the Commission may waive this provision in a given municipality as it applies to seasonal residents upon a showing that it serves the public interest to do so.
- (2) Nothing in 207 CMR 10.05 shall prevent a cable subscriber from voluntarily offering or a cable operator from accepting payments in advance for periods greater than two months. A cable operator who voluntarily accepts advance payments for periods greater than two months may not pass along subsequent rate increases during the period of advance payments without the subscriber's prior agreement to be subject to such rate increases.

10.05: continued

- (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.
- (4) A waiver of the provisions of 207 CMR 10.05 does not constitute a waiver of 207 CMR 9.00, security deposit regulations.

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

- (1) Payment is due from the subscriber 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 date of the mailing of the bill.
- (2) The account of a cable television subscriber shall not be considered delinquent until at least 30 days have elapsed from the due date of the bill and payment has not been received by the company.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5% 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 10.08(1) for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.08.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.07: 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 thirty (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 a prorated refund of any amounts paid in advance.

10.08: Billing Disputes

(1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 15 working days of receipt of the complaint.

(2) The subscriber shall remit the undisputed portion of the bill. Failure to remit said undisputed portion shall cause the subscriber to forfeit any rights under this section.

(3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.08(4).

(4) Should the dispute remain unresolved following recourse to the procedures outlined in 207 CMR 10.08(1) and (3), within 30 days of final action under those subsections either the subscriber or the cable television operator may petition the Commission, on forms provided by the Commission, for resolution of disputes involving amounts of \$400.00 or less. Final action under 207 CMR 10.08(3) shall be deemed to have occurred thirty (30) days after the filing of a complaint.

(5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision, and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation as it deems necessary. The Commission shall make a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.09: Service Interruptions

(1) Every cable television operator shall grant a pro rata credit or rebate to any subscriber whose entire cable service is interrupted for 24 or more consecutive hours, if the interruption was not caused by the subscriber and the cable television operator knew or should have known of the service interruption.

(2) If an entire tier or premium service of a subscriber's cable service is interrupted for 24 or more consecutive hours, the cable television operator shall provide a pro rata credit or rebate for each tier or premium service interruption as provided in 207 CMR 10.09(1).

10.10: Waiver

Upon receipt of a request from an issuing authority, the Commission may waive particular provisions in 207 CMR 10.00 if it finds that such a waiver is in the public interest and for good cause shown.

**REGULATORY AUTHORITY**

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

## 207 CMR 10.00: BILLING AND TERMINATION OF SERVICE

## Section

- 10.01: Notification of Billing Practices
- 10.02: Notification of Services, Rates and Charges
- 10.03: Equipment Notification
- 10.04: Form of Bill
- 10.05: Advance Billing and Issuance of Bills
- 10.06: Billing Due Dates, Delinquency, Late Charges and Termination of Service
- 10.07: Charges for Disconnection or Downgrading of Service
- 10.08: Billing Disputes
- 10.09: Service Interruptions
- 10.10: Waiver

10.01: Notification of Billing Practices

(1) Every cable television operator shall notify each of its subscribers, in writing, of its billing practices. The notice shall describe the operator's billing practices including but not limited to the following: frequency of billing, time periods upon which billing is based, advance billing practices, security deposit requirements, charges and policies for late payments or returned checks, payment requirements necessary to avoid account delinquency, termination of service procedures, policies relating to the timing of posting of payment, availability of credits or rebates for service interruptions, pay-per-view billing procedures, procedures to be followed to request service deletions including the notice period a subscriber must give to avoid liability for such services and procedures to be followed in the event of a billing dispute.

(2) The cable television operator shall give notice of its billing practices to potential subscribers before a subscription agreement is reached.

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

(4) 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

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

10.02: Notification of Services, Rates and Charges

(1) Every cable television operator shall provide full disclosure to each of its subscribers, in writing, of all its programming services and rates.

(2) Every cable television operator shall provide full disclosure to each of its subscribers, in writing of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services.

(3) Every cable television operator shall notify each of its subscribers in writing, of the charge, if any, for service visits and under what circumstances such charge will be imposed.

## 10.02: continued

- (4) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (5) 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) **Negative Option Billing.** 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 provided that such change is otherwise consistent with applicable regulations. A subscriber's failure to refuse a cable operator's proposal to provide such service or equipment is not an affirmative request for service or equipment. A subscriber's affirmative request for service or equipment may be made orally or in writing.

10.03: Equipment Notification

- (1) Every cable television operator shall provide each of its subscribers an equipment notice, in writing. The notice shall:
- describe the function of operator-supplied equipment and its interaction with consumer-owned equipment, including but not limited to remote control units, A/B switches, converters, parental control devices and video cassette recorders;
  - describe problems, if any, associated with the interaction of operator-supplied equipment with consumer-owned equipment, including but not limited to situations where the use of operator-supplied equipment is incompatible with the use of consumer-owned equipment;
  - state the circumstances under which it is necessary to use a separate converter;
  - describe the operator's policies regarding ownership of and liability for operator-supplied equipment, including but not limited to, the conditions under which the equipment may be leased or sold to subscribers, and policies related to damaged, stolen or lost operator-supplied equipment and
  - inform subscribers of the circumstances under which they may or may not modify operator-supplied equipment.
- (2) The cable television operator shall give notice in writing of its policies and practices regarding equipment to potential subscribers before a subscription agreement is reached and annually to all existing subscribers.
- (3) 30 days prior to changing one of its policies and/or practices regarding equipment, the cable television operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change, including a description of the changed policy and/or practice.
- (4) A copy of the cable television operator's equipment notice shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where it shall be available for public inspection. If an operator amends its equipment notice, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

10.04: Form of Bill

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

- (a) the name and local address of the cable television operator;
- (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 date on which individually chargeable services were rendered;
- (d) Bills must be fully itemized, showing each rate or charge levied. Itemizations shall include, but not be limited to, basic, premium service and equipment charges, as well as any unit or per item charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits. Itemizations shall include total pay-per-view charges, if any, incurred during the billing period, the number of events viewed in each price category, the program price and the titles of all pay-per-view events purchased during the billing period;
- (e) the amount of the bill for the current billing period, separate from any balance due;
- (f) any applicable credits and the dates on which they were applied;
- (g) the operator's local telephone number and a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of a subscriber's rights under 207 CMR 10.08 in the event of a billing dispute; and
- (h) 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 10.04, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) (a) The charge identified on the subscriber bill as the total charge for cable service should include all fees and costs itemized according to 207 CMR 10.04. Cable operators shall not identify costs as separate costs over and above the amount the cable operator charges a subscriber for cable service, but the cable operator may include, as an explanatory legend on the bill, those costs described in the Communications Act as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 USC § 521 *et seq.*, at 47 USC § 622(c).
- (b) If an operator itemizes any cost, other than those specifically allowed by 47 USC § 622(c), the operator shall not selectively itemize costs.
  - (c) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.05: 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. Upon petition by an operator, the Commission may waive this provision in a given municipality as it applies to seasonal residents upon a showing that it serves the public interest to do so.

(2) Nothing in 207 CMR 10.05 shall prevent a cable subscriber from voluntarily offering or a cable operator from accepting payments in advance for periods greater than two months. A cable operator who voluntarily accepts advance payments for periods greater than two months may not pass along subsequent rate increases during the period of advance payments without the subscriber's prior agreement to be subject to such rate increases.

10.05: continued

(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.

(4) A waiver of the provisions of 207 CMR 10.05 does not constitute a waiver of 207 CMR 9.00, security deposit regulations.

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

(1) Payment is due from the subscriber 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 date of the mailing of the bill.

(2) The account of a cable television subscriber shall not be considered delinquent until at least 30 days have elapsed from the due date of the bill and payment has not been received by the company.

- (3) The following provisions shall apply to the imposition of late charges on subscribers:
- (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5% 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 10.08(1) for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.08.

(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.07: 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 thirty (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 a prorated refund of any amounts paid in advance.

**10.08: Billing Disputes**

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 15 working days of receipt of the complaint.
- (2) The subscriber shall remit the undisputed portion of the bill. Failure to remit said undisputed portion shall cause the subscriber to forfeit any rights under this section.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.08(4).
- (4) Should the dispute remain unresolved following recourse to the procedures outlined in 207 CMR 10.08(1) and (3), within 30 days of final action under those subsections either the subscriber or the cable television operator may petition the Commission, on forms provided by the Commission, for resolution of disputes involving amounts of \$400.00 or less. Final action under 207 CMR 10.08(3) shall be deemed to have occurred thirty (30) days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision, and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation as it deems necessary. The Commission shall make a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

**10.09: Service Interruptions**

- (1) Every cable television operator shall grant a pro rata credit or rebate to any subscriber whose entire cable service is interrupted for 24 or more consecutive hours, if the interruption was not caused by the subscriber and the cable television operator knew or should have known of the service interruption.
- (2) If an entire tier or premium service of a subscriber's cable service is interrupted for 24 or more consecutive hours, the cable television operator shall provide a pro rata credit or rebate for each tier or premium service interruption as provided in 207 CMR 10.09(1).

**10.10: Waiver**

Upon receipt of a request from an issuing authority, the Commission may waive particular provisions in 207 CMR 10.00 if it finds that such a waiver is in the public interest and for good cause shown.

**REGULATORY AUTHORITY**

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

**SCHEDULE 6.2**

**Initial Rates**

## SCHEDULE 6.2

THE FOLLOWING ARE THE RATES EFFECTIVE JUNE, 1996:

### MONTHLY SERVICE CHARGES

### AMESBURY

Budget Basic Tier	\$ 9.46
Standard Service	20.56
Franchise Fee	.13
Remote Control	.23
Basic Converter	1.27
Addressable Converter	1.82
Addressable Converter w/Volume Control	2.40
Additional Outlet	.33

### PREMIUM SERVICES

HBO	\$ 10.95
Showtime	9.95
The Disney Channel	6.95
Cinemax	9.95
The Movie Channel	9.95
NESN	9.95
SportsChannel	8.95

### ONE-TIME CHARGES

Installation of unwired home	\$ 31.27
Installation of prewired home	25.40
Installation of additional outlet at time of initial installation	11.73
Installation of additional outlet with separate trip	17.59
Relocate prewired outlet	11.73
Relocate unwired outlet	17.59
Pole-only reconnect	11.73
Superdrop installation	42.99
Tier change	11.73
Service call	23.45
Installation of VCR or AB switch or FM at time of initial installation	11.73
Installation of VCR or AB switch or FM with separate trip	17.59

**SCHEDULE 6.3**

**Programming Categories**

**CATEGORIES**

Broadcast Stations as required by Federal Law

Access Channels

Children's

Music

Government/Public Affairs/News & Information

Sports

General Entertainment/Variety Programming

Religious

Program & Channel Listings

L3/610906.1

**Schedule 7.4**  
**Sample Letter of Credit**

STANDBY CREDIT

DATE:

MAYOR OF THE CITY OF  
AMESBURY, MASSACHUSETTS

DRAFTS DRAWN MUST BE  
MARKED WITH OUR REF.  
NO.:  
OPENER'S REFERENCE  
NO:

GENTLEMEN:

BY THE ORDER OF: \_\_\_\_\_

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE CREDIT NO:  
\_\_\_\_\_ FOR THE ACCOUNT OF \_\_\_\_\_ FOR AN AMOUNT OR  
AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS \_\_\_\_\_  
( \_\_\_\_\_ ) AVAILABLE BY YOUR DRAFTS AT SIGHT ON THE  
\_\_\_\_\_ BANK EFFECTIVE \_\_\_\_\_ AND EXPIRING  
AT OUR OFFICE ON \_\_\_\_\_.

THE BELOW-MENTIONED DOCUMENTS MUST BE PRESENTED AT SIGHT ON  
OR BEFORE THE EXPIRY DATE ON THIS INSTRUMENT IN ACCORDANCE WITH  
THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

STATEMENT SIGNED BY THE MAYOR OF THE MAYOR OF AMESBURY,  
MASSACHUSETTS CERTIFYING THAT "THE LICENSEE IS IN DEFAULT OF A  
PAYMENT FOR FEES, COMPENSATION, OR TAXES, PENALTIES, DAMAGES OR  
EXPENSES UNDER THE TERMS OF THE RENEWAL CABLE TELEVISION LICENSE  
ISSUED TO NEW ENGLAND CABLEVISION OF MASSACHUSETTS, INC.  
EFFECTIVE JUNE 30, 1996 ("THE LICENSE"); OR HAS FAILED, AFTER DUE  
NOTICE, TO COMPLY WITH A MATERIAL PROVISION OF THE LICENSE AND TO  
EFFECT A CURE OF SUCH NON-COMPLIANCE; THAT WE HAVE MADE WRITTEN  
DEMAND FOR PAYMENT AND 30 DAYS HAVE EXPIRED FROM THE LICENSEE'S  
RECEIPT OF SUCH DEMAND, AND A HEARING AS REQUIRED BY THE TERMS OF  
THE LICENSE HAS TAKEN PLACE."

THIS LETTER OF CREDIT EXPIRES ON \_\_\_\_\_  
("ORIGINAL EXPIRATION DATE") BUT SHALL BE AUTOMATICALLY EXTENDED  
(THE "EXTENDED EXPIRATION DATE") FOR ONE CALENDAR YEAR FROM THE  
PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS 30 DAYS  
PRIOR TO ANY SUCH DATE WE SHALL NOTIFY THE MAYOR OF AMESBURY,  
MASSACHUSETTS (BY REGISTERED MAIL, RETURN RECEIPT REQUESTED,  
STATING THAT THIS LETTER OF CREDIT SHALL NOT BE RENEWED FOR ANY  
SUCH ADDITIONAL PERIOD.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN CONFORMITY  
WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON  
PRESENTATION IF PRESENTED ON OR BEFORE THE EXPIRY DATE, THE  
ORIGINAL LETTER OF CREDIT MUST ACCOMPANY THE DOCUMENTS REQUIRED  
UNDER THIS CREDIT.

THE CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION), INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION 400.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF \_\_\_\_\_, MENTIONING OUR REFERENCE NUMBER AS IT APPEARS ABOVE.

VERY TRULY YOURS

\_\_\_\_\_  
PREPARER/AUTHORIZED SIGNER

\_\_\_\_\_  
AUTHORIZED SIGNER

L3/610912.1

**Schedule 7.12**

**Complaint/service call categories**

**Form 2**  
**CATV Form 500B**  
**Quarterly Complaint Form**

Name of Licensee: New England Cable of Mass.  
 License Area: Amesbury  
 Business Address: 194R Main St.  
 Amesbury, MA 01913

Type	Total Complaints this Quarter	Total Complaints to Date this Year
Quality of Picture	3	3
Quality of Sound		
Program Sound		
Interruption of Service (technical)	1	1
Deletion of program(s) from broadcast channel		
Complaints with respect to services other than television		
Failure to respond to original complaint		
Failure to service original complaint satisfactorily		
Inaccuracy of billing		
Miscellaneous		

Licensee shall submit two completed copies of this form to Commission and the issuing authority not later than two weeks after each of the following dates: March 31st, June 30th, September 30th, and December 31st.

If a licensee operates more than one community antenna system, the licensee shall submit separate quarterly complaint tabulations for each system.

**COMMONWEALTH OF MASSACHUSETTS  
CITY OF AMESBURY**

**STATEMENT OF REASONS  
AND DECISION ON:**

**CABLE TELEVISION LICENSE TRANSFER APPLICATIONS OF  
ADELPHIA COMMUNICATIONS CORPORATION, COMCAST AND TIME  
WARNER CABLE, INC.**

**October 1), 2005**

**Background**

Pursuant to the regulations of the Federal Communications Commission and of the Massachusetts Cable Television Division pertaining to the transfer of control of a cable television license, 207 CMR 4.00 et seq., the current cable licensee, FrontierVision Cable New England, Inc. d/b/a Adelphia Communications Corporation and subsidiaries of Time Warner Cable, Inc. and Comcast filed applications (FCC Form 394) with Mayor David Hildt, in his capacity as license Issuing Authority, on or about June 15, 2005, requesting the Mayor's consent to proposed transfers of the current license to Time Warner Cable, Inc. and then Comcast-controlled entities.

The Mayor, as cable television license Issuing Authority pursuant to M.G.L. ch. 166A, s.1, held a duly noticed public hearing on the license transfer application on August 10, 2005, at which hearing members of the Amesbury Cable Commission, the Mayor as Issuing Authority and representatives of the applicants were present. Nick Leuci and Rober Travers, Comcast representatives, affirmed that license transferees are bound to and obligated by the terms of the underlying cable license of the transferor. Comcast testified about various technical, customer service, management, legal and financial strengths, qualifications and characteristics of the proposed transferees. Adelphia's financial difficulties and pending bankruptcy proceedings were also discussed as relevant to the City's review of reasons for the requested license transfer. The Mayor notes for the record there was previous discussion of how the Mayor as Issuing

Authority does not regulate cable television rates through licensing proceedings nor through local rate regulation and different cable operators have different ratesetting practices beyond the control of the local licensing authority. Further for the record, the Mayor notes that notwithstanding the October 15, 2005 timetable for Issuing Authority decision on the transfer, Comcast advises that the actual transfer and business closing will not occur until several months subsequent to this regulatory process.

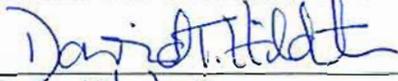
### Decision

Based on the foregoing, the Mayor hereby consents to both the assignment of Amesbury's cable license from a subsidiary of Adelphia Communications Corporation to a subsidiary of Time Warner Cable Inc.; and the change of control of the new licensee (Cable Holdco Exchange III LLC) from Time Warner Cable Inc. to the Comcast wholly-owned subsidiary Comcast of Georgia, Inc. in reliance on the following:

Of particular importance is the fact that at the public hearing, all cable company representatives confirmed their commitment to assume and fulfill any and all existing license obligations and terms with respect to Amesbury. Second, Comcast explained the anticipated transfer process will conclude with Comcast operation of the system, and Comcast is known to have adequate financial and technical qualifications for operation of the cable system. Third, in light of Adelphia's bankruptcy the City found it would probably promote the long term soundness of the cable system to facilitate the license transfer. With respect to the regular operation of the cable system, the Mayor does find that Comcast has the necessary abilities.

Based on the foregoing and in reliance on any material representations, the Mayor as Issuing Authority grants consent to the license transfer from Adelphia Communications Corporation as detailed above.

Mayor David Hildt,  
as Cable Television License Issuing Authority,

  
Date: 10/11/05

Signed & returned  
4-4-06 dm



Phone: 1-888-683-1000  
Internet: www.adelphia.com

35 Resnik Road  
Plymouth, MA 02360

March 21, 2006

Hon. Thatcher Kezer III  
Mayor of Amesbury  
62 Friend St.  
Amesbury, MA 01913

Dear Mayor Kezer,

Enclosed please find a Bond rider requesting a reduction of the construction bond in accordance with Section 7.3 of the current Amesbury Cable Renewal License dated October 24<sup>th</sup>, 2005.

The rebuild/upgrade called for in Section 7.3 was completed in 1999.

If you have any questions please contact me at 508-732-1515.

Sincerely,

Gerald Buckley  
Area Director of Government Relations MA/NH

Enc.

Cc: William August Esq.

R I D E R

To be attached to and form part of:

Bond Number 104059004  
dated 4/3/2005

issued by the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
in the amount of \$125,000.00

on behalf of FRONTIERVISION OPERATING PARTNERS, LP  
(Principal)

and in favor of TOWN OF AMESBURY  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The BOND AMOUNT shall be amended:

FROM: One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00)

TO: Fifty Thousand and 00/100 Dollars (\$50,000.00)

The PRINCIPAL NAME shall be amended:

FROM: FrontierVision Operating Partners, LP

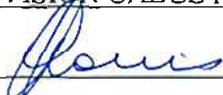
TO: FrontierVision Cable New England, Inc. lka Adelpia Cable Communications

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 8th day of November, 2005.

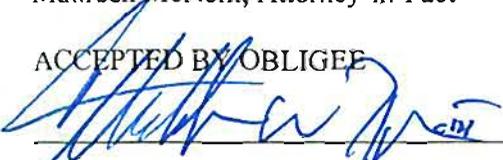
Signed, Sealed & Dated this 8th day of November, 2005.

FRONTIERVISION CABLE NEW ENGLAND, INC. LKA ADELPHIA CABLE COMMUNICATIONS

By:   
(Principal) Christine Morris, Vice President and Treasurer

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety)

By:   
Maureen McNeill, Attorney-in-Fact

ACCEPTED BY OBLIGEE  


**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY  
Hartford, Connecticut 06183-9062**

**POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT**

**KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Darella White, Richard G. Dicciani, Richard A. Jacobus, Mary C. O'Leary, Douglas R. Wheeler, Annette M. Leuschner, and Maureen McNeill, of Philadelphia, Pennsylvania, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.**

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

**VOTED:** That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

**VOTED:** That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

**This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:**

**VOTED:** That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 5th day of January, 2006.

STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY



By   
George W. Thompson  
Senior Vice President

On this 5th day of January, 2006 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault

My commission expires June 30, 2006 Notary Public  
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 8<sup>TH</sup> day of  
NOVEMBER, 2005



By   
Nicholas Seminara  
Senior Vice President