

COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION

**DEPARTMENT OF  
TELECOMMUNICATIONS & CABLE  
Competition Division**

FORM 100  
LICENSE APPLICATION

Applicant: RCN TELECOM SERVICES OF MASSACHUSETTS, LLC

Authorized Officer (Signature):



Municipality: Town of Natick, MA

Date Submitted to Municipality: \_\_\_\_\_

Type of Application:   Initial License   X  Renewal License

Nature of Application:   Formal Proposal pursuant to 47 U.S.C. § 546(a)

  X  Informal Proposal pursuant to 47 U.S.C. § 546(h)

Proposed License and/or Supporting Materials Attached:   X  Yes   No

## IDENTIFICATION OF APPLICANT

1. Name, corporate address, and corporate telephone number of applicant.

**RCN TELECOM SERVICES, LLC  
650 COLLEGE ROAD EAST  
SUITE 3100  
PRINCETON, NJ 08540  
(609) 452-8197**

2. Name, title, business address, business telephone number, and email address of applicant's Authorized Officer. Attach as **Exhibit A** evidence of Authorized Officer's authority.

**JEFF CARLSON  
VICE PRESIDENT AND GENERAL MANAGER  
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC  
956 MASSACHUSETTS AVENUE  
ARLINGTON, MA 02476  
TEL: (781) 316-8895  
EMAIL: JEFF.CARLSON@RCN.NET**

3. Name, title, business address, business telephone number, and email address of individual to whom communications should be sent if different from Authorized Officer.

**THOMAS K. STEEL, JR.  
VICE PRESIDENT and REGULATORY COUNSEL  
RCN TELECOM SERVICES, LLC  
956 MASSACHUSETTS AVENUE  
ARLINGTON, MA 02476  
TEL: (617) 670-2906  
EMAIL: TOM.STEEL@RCN.NET**

## GENERAL LICENSE INFORMATION

4. Indicate number of years for which initial or renewal license is requested.

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**A 10 YEAR RENEWAL LICENSE**

5. Indicate proposed start date of initial or renewal license.

**BEGIN ON DATE OF GRANT BY THE SELECT BOARD**

6. For initial license: State whether applicant currently holds licenses or has pending applications in any other Massachusetts municipality. If yes, provide detailed information as to the municipality and license status.

**NOT APPLICABLE**

7. State whether applicant has been a party to any fully adjudicated license-related legal action (e.g., breach of license, denial of license) in any jurisdiction. If yes, provide detailed information on each such legal action, including the disposition.

**APPLICANT HAS NOT BEEN A PARTY TO ANY FULLY ADJUDICATED LICENSE-RELATED LEGAL ACTION.**

8. State the amount of insurance applicant proposes to carry for the cable system in accordance with G.L. c. 166A, ' 5(c). State whether applicant proposes to carry insurance in addition to that required by the statute, and if so, the purpose and amount.

**PROPERTY DAMAGE: 1,000,000**

**PERSONAL INJURY: 1,000,000**

**UMBRELLA POLICY: 5,000,000**

**WORKERS' COMPENSATION: MINIMUM STATUTORY LIMIT**

9. State the proposed amount of bonding that will be submitted in accordance with G.L. c. 166A, ' 5(k).

**RCN PROPOSES A MINIMAL PERFORMANCE BOND THROUGHOUT THE TERM OF THE CABLE TV LICENSE**

10. State whether applicant's proposed subscriber privacy policy complies with federal and state law and regulation. If not, explain.

**YES**

11. Describe applicant's proposed procedures for handling customer service inquiries during the term of the license, including but not limited to subscriber complaints. For renewal license, applicant may attach as **Exhibit B** its most recent copy of Billing & Termination Filing and Subscriber Privacy Notice.

**SEE EXHIBIT B ATTACHED**

## RATES AND SERVICES

12. For initial license: List broadcast television signals applicant proposes to carry.

For renewal license: State whether applicant's proposed broadcast and cable offerings will differ significantly from offerings currently available in the municipality. Applicant may also attach as **Exhibit C** current channel lineups for all service tiers, including broadcast and cable channels.

### **CURRENT PROGRAMMING OFFERINGS WILL CONTINUE**

13. List separately those channels that are current must carry and those channels that are currently carried pursuant to retransmission consent. *Note: Channels that are must carry and retransmission consent may change throughout the license term beyond the cable operator's control.*

14. State whether applicant proposes to offer or continue to offer non-automated local origination programming. If yes, describe in detail the starting date that such programming will be available, the types of programming, the hours per week, the quantity of programming applicant expects to produce within the service area, how the programming will serve the specific needs of the municipality, and applicant's policy regarding making time available for discussion of controversial issues of public importance. Also, list the schedule of fees to access users for production costs and use of origination equipment.

**NO**

15. State whether applicant plans to offer or continue to offer public, educational, and governmental access channel(s). If yes, provide the amount and type of financial support, the location of the facilities, the facilities and equipment available (including the cost of such equipment and facilities), the hours of operation, and whether there will be technical assistance available.

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**YES, AMOUNT AND TYPE OF FINANCIAL SUPPORT WILL BE SUBJECT TO NEGOTIATIONS DURING THE LICENSING PROCESS.**

16. If applicant plans to offer or maintain an institutional network (I-Net), attach as Exhibit D a technical description of the system.

**CURRENT I-NET WILL CONTINUE SEE EXHIBIT D**

FOR INFORMATIONAL PURPOSES ONLY:

17. Provide a complete listing of all proposed subscriber fees, including those for both regulated and non-regulated cable services, installation, and equipment. For renewal licenses, applicant may attach as **Exhibit E** a current rate card.

**SEE EXHIBIT E ATTACHED**

18. State whether applicant proposes to offer or continue to offer any additional services in the municipality that are not subject to regulation as a cable service, and if so, provide description.

**RCN PLANS TO CONTINUE TO OFFER THE FOLLOWING NON-CABLE RELATED SERVICES IN NATICK:**

- 1) MODEM SERVICE – AN ALWAYS ON, HIGH SPEED, CABLE MODEM BASED INTERNET ACCESS SERVICE TO RESIDENTIAL AND COMMERCIAL CUSTOMERS. IN ADDITION TO OFFERING SIGNIFICANTLY FAST SPEEDS ALSO OFFER MULTIPLE EMAIL ACCOUNTS, PROFESSIONAL IN-HOME INSTALLATION AND MORE.**
- 2) DIGITAL TELEPHONE SERVICE**

TECHNICAL INFORMATION

19. State whether the proposed service area is included in a regional cable system.

If yes, list all of the other communities in the regional system served by the headend(s) that will be used for the proposed service area and the location of such headend(s).

If no, state where the headend(s) will be located in the service area.

**THE AREA SERVED IS PART OF A REGIONAL CABLE SYSTEM. COMMUNITIES SERVED BY THIS REGIONAL CABLE SYSTEM ARE: ARLINGTON, DEDHAM, EVERETT, SOMERVILLE, WOBURN, BOSTON, BROOKLINE, BURLINGTON, FRAMINGHAM, LEXINGTON, NATICK, NEEDHAM, NEWTON, PEABODY, REVERE, STONEHAM, WAKEFIELD, WALTHAM, WATERTOWN AND MILTON.**

**THE SYSTEM IS CURRENTLY SERVED BY A HEADEND LOCATED IN STONEHAM**

20. If the proposed service area is not the entire municipality, specify the nature of the area (e.g., neighborhood) and explain why the entire municipality will not be served.
21. Describe in detail any problems applicant foresees in extending service to all parts of the proposed service area.

22. Construction:

For initial license, indicate the time period in which applicant proposes to begin and complete full-scale construction.

OR

For renewal license, state whether applicant plans significant upgrade or rebuild activity during the renewal term, and if so, file as Exhibit \_\_\_ a description of the proposed changes and projected dates for the commencement and completion of construction.

**NO SIGNIFICANT UPGRADE OR REBUILD PLANNED**

23. Attach a technical description of the system, including a strand or street map showing the extent of cable plant in the municipality.

**NOT APPLICABLE**

24. Describe the equipment applicant proposes to offer or continue to offer at the subscriber terminal (e.g., remote control, analog converter, digital converter, high definition converter, digital video recorder).

**A CONVERTER BOX IS REQUIRED TO RECEIVE ALL SERVICE TIERS. RCN DOES MAKE AVAILABLE, FOR A MONTHLY CHARGE, CONVERTERS SPECIFIC TO THE SERVICE REQUESTED BY THE SUBSCRIBER, INCLUDING HIGH DEFINITION, DIGITAL VIDEO RECORDERS AND REMOTE CONTROLS.**

25. State whether applicant's proposed safety measures for the cable system comply with federal and state law and regulations.

**YES, RCN'S PROPOSED SAFETY MEASURES COMPLY WITH FEDERAL AND STATE LAWS AND REGULATIONS.**

26. State whether applicant's Emergency Alert System (EAS) complies with federal and state law and regulations.

**YES, RCN'S EMERGENCY ALERT SYSTEM (EAS) COMPLIES WITH FEDERAL AND STATE LAWS AND REGULATIONS.**

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OWNERSHIP AND FINANCIAL INFORMATION

27. If applicant is a publicly-traded corporation or subsidiary of a publicly-traded corporation, attach as Exhibit \_\_\_ a copy of the corporation's most recent annual report to stockholders. Otherwise, attach as Exhibit \_\_\_ an audited financial statement as of the most recent audit, showing applicant's financial position.

**NOT APPLICABLE**

If the status and composition of any assets or liabilities on the audited financial statement is not clearly defined by the respective titles, attach as Exhibit\_\_\_ schedules that provide a definition of such terms.

If recent financial information, i.e., an annual report or an audited financial statement, is not available, complete the Supplement to License Application.

28. Provide the following system information as of the last complete year for which the data is available:

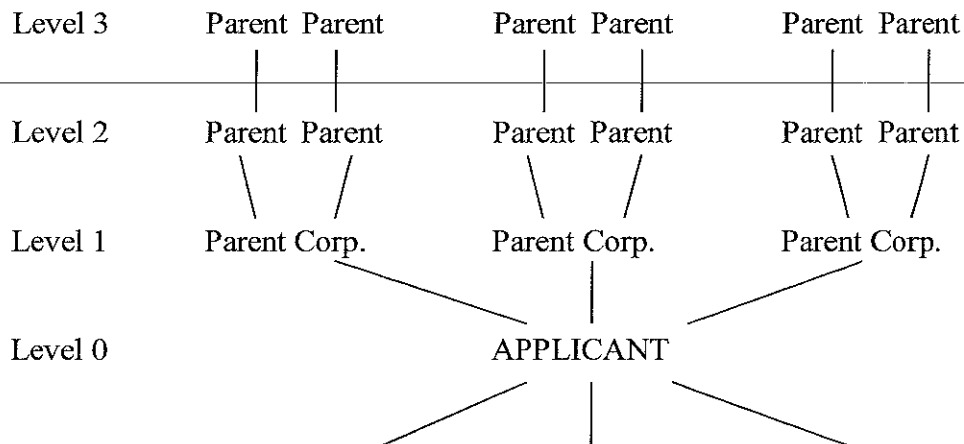
- a. Total Homes in Service Area (passed and not passed by cable system)
- b. Homes Passed by Cable System
- c. Cable Subscribers
- d. Aerial Miles Constructed
- e. Underground Miles Constructed
- f. Total Cable Subscriber Revenues in Service Area

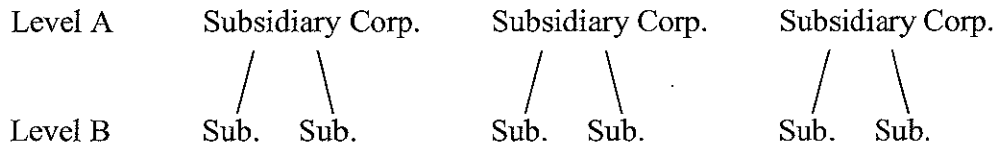
29. Indicate appropriate business structure for applicant:

- ☐ Individually owned
- ☐ Corporation serving one community
- ☐ Corporation operating cable systems in more than one community, but these operations are not separate corporations
- ☐ Partnership
- ☒ Other (specify) **LLC**

30. Complete a "corporate family tree" for each of the corporations or other business entities listed in the following levels. For example, if there is one corporation named in Level 0, two in Level 1, one in Level 2, one in Level 3, two in Level A, and none in Level B, seven sets of responses must be filed, one for each of the seven corporations or other business entities identified in the "corporate family tree."

In simplified fashion, such a "tree" might look like this:





Level 0: Provide the name, city, and state of principal office.

Level 1: Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the reporting cable system named in Level 0.

Level 2: Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the entity or entities named in Level 1. In each case, indicate which entity in Level 1 is the subsidiary of the entity named in Level 2.

Level 3: Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the entity or entities named in Level 2. In each case, indicate which entity in Level 2 is the subsidiary of the entity named in Level 3.

Level A: If applicant (Level 0) owns 25% or more of the voting stock of any corporation or other business entity, provide the name, city, and state of principal office.

Level B: If the entity or entities named in Level A owns 25% or more of the voting stock of a corporation or other business entity, provide the name, city, and state of principal office. In each case, indicate which entity in Level A is the parent of the entity named in Level B.

31. For corporations, list all officers and directors (whether or not they own stock) and stockholders who own 1% or more of the voting stock of the corporation, as well as the city and state of residence and corporate position. If an ownership interest exists, record this to the nearest whole percent based on the total number of outstanding shares of voting stock in the corporation, exclusive of treasury stock. Where stock is held by a stockholder in a street name, this fact should be noted, but no further information concerning such stockholder need be furnished.

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OR

For partnership, list the name, city, and state of residence, and percent of interest in the partnership of each general or limited partner.

32. Has any individual named in Question 31 been found guilty of any felony in any federal or state court within the past ten years? If yes, submit as Exhibit \_\_\_ a statement disclosing the individual and matters involved and identifying the court and proceeding by date and file numbers.



**NO**

33. If any individuals listed in Question 31 are aliens, submit as Exhibit\_\_\_\_ a list of their names, addresses, and nationalities.
34. If applicant is unable to supply all of the information requested herein for itself or any of the corporations or other business entities named, submit as Exhibit\_\_\_\_ a list of those individuals or business entities for which any of the requested information is not being furnished, and include a detailed explanation of why the omitted material is unavailable.

## SUPPLEMENT TO LICENSE APPLICATION

This Supplement to the License Application must be completed by any applicant that is not able to provide an annual report or an audited financial statement for its most recently completed fiscal year.

In completing Schedules A through E, provide pro forma information for each year in a ten-year projected period.

In completing Schedule F, appropriate documentation must be provided to ensure the applicant has secured the proper financial commitment.

**RCN WILL CONTINUE TO OPERATE IN NATICK IN A HIGHLY COMPETITIVE TELECOM MARKET PLACE AND IS CURRENTLY OWNED BY A PRIVATELY HELD COMPANY. THIS INFORMATION IS COMPETITIVELY SENSITIVE AND WILL NOT BE FILED PUBLICLY BY RCN.**

### SCHEDULE A: ASSETS

#### CURRENT ASSETS

- Cash and Equivalents
- Accounts Receivable, Less Allowances
- Inventory
- Prepaid Expenses
- Other Current Assets
- TOTAL CURRENT ASSETS

#### FIXED OPERATING ASSETS

- Land
- Buildings
- Headend Equipment
- Trunk and Distribution Equipment
- Subscriber Devices
- Other Fixed Operating Assets
- Construction Work in Progress
- TOTAL FIXED OPERATING ASSETS
- Accumulated Depreciation
- NET FIXED OPERATING ASSETS

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#### OTHER OPERATING ASSETS

- Franchise Acquisition Costs
- Excess Fair Value
- Goodwill
- Other Intangible Assets
- TOTAL OTHER ASSETS
- Accumulated Amortization
- NET OTHER ASSETS

TOTAL NET ASSETS

SCHEDULE B. LIABILITIES

CURRENT LIABILITIES

Accounts Payable  
Subscriber Advance Payments and Deposits  
Debt Due Within One Year  
Current Taxes Payable  
Other Current Liabilities  
TOTAL CURRENT LIABILITIES

NON-CURRENT LIABILITIES

Long-Term Debt  
Notes Payable  
Bonds Payable  
Obligation on Capitalized Leases  
Deferred Taxes  
Other Non-Current Liabilities  
TOTAL NON-CURRENT LIABILITIES

OWNER'S EQUITY

Net Assets Due From/To Parent Company  
Capital Stock  
Retained Earnings – Gross  
Accumulated Dividends  
Other Owner's Equity  
TOTAL OWNER'S EQUITY

TOTAL LIABILITIES AND EQUITY

SCHEDULE C: LOCAL CHARACTERISTICS

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CONSTRUCTION AND SUBSCRIBERS

Total Homes in Service Area  
Aerial Miles Constructed  
Underground Miles Constructed  
TOTAL Miles Constructed  
Homes Passed by Cable  
Subscribers at End of Year

## SCHEDULE D: OPERATING INCOME

### SUBSCRIBER REVENUE

- Installation Income
- Equipment Revenue
- Basic Service Tier Revenue
- Cable Programming Service Tier Revenue
- Premium Service Revenue
- Per Program or Per Channel Revenue
- Other Subscriber Revenue
- TOTAL SUBSCRIBER REVENUE

### NON-SUBSCRIBER REVENUE

- Advertising Income
- Other Income
- TOTAL NON-SUBSCRIBER REVENUE

TOTAL OPERATING INCOME

## SCHEDULE E: OPERATING EXPENSES

### DIRECT OPERATING EXPENSES

- Programming Expenses
- Net Bad Debt and Collection Expenses
- Salaries and Benefits
- Repairs and Maintenance
- Light, Heat, and Power
- Pole and Duct Rental
- Administration - Office and Billing
- Marketing
- Local Origination
- Other
- TOTAL OPERATING EXPENSES

### DEPRECIATION AND AMORTIZATION

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- Depreciation
- Amortization
- TOTAL DEPRECIATION AND AMORTIZATION

TOTAL EXPENSES

## SCHEDULE F: DEBT FINANCING

### DEBT FINANCING PLAN

Provide the commencement date, interest rate, repayment terms, and outstanding amount for each loan held by the applicant.

Attach as Exhibit \_\_\_\_ a description of each financial agreement to include the lender, terms, conditions and security.

If lender is a bank or financial institution, a letter of intent or commitment must be included. If lender is a corporation, individual, or partnership, a financial statement showing net worth equal to amount of commitment or a letter of commitment from a financial institution for the specific project must be included.

**EXHIBIT A**

**EVIDENCE OF AUTHORIZED OFFICER'S AUTHORITY**

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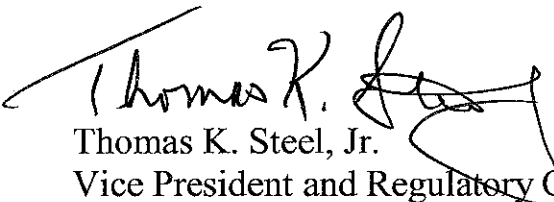


956 Massachusetts Avenue | Arlington, MA 02476 | rcn.com

I, Thomas K. Steel, Jr., Vice President and Regulatory Counsel of RCN, DO  
HEREBY CERTIFY, that Jeffrey Carlson is an officer of the Company holding the  
title of Senior Vice President and General Manager; and

FURTHER CERTIFY, that Jeffrey Carlson is authorized to execute, on behalf of  
the Company, franchise documents and any other documents relating to franchise  
matters such as the instant Form 100 Renewal Application.

IN WITNESS WHEREOF, I have executed and delivered this Certificate this 29<sup>th</sup>  
day of January, 2021.

  
Thomas K. Steel, Jr.  
Vice President and Regulatory Counsel

**EXHIBIT B**

**BILLING & TERMINATION FILING**



Section 10.01: Billing Practices Notice

Section 10.02: Services, Rates and Charges Notice

Section 10.03: Form of Bill

Section 10.04: Advance Billing and Issuance of Bills

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

Section 10.06: Charges for Disconnection or Downgrading of Service

Section 10.07: Billing Disputes

Section 10.08: Security Deposits

10.01: Billing Practices Notice

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

(2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the 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.

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

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

10.02: Services, Rates and Charges Notice

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(2) At least 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.

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

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

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

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the 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) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

#### 10.03: Form of Bill

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

(a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

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

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

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

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

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
- (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
- (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

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

#### 10.04: Advance Billing and Issuance of Bill

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

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

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

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

(1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

(2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.

(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 percent of the balance due may be imposed as a one-time late charge.
- (c) No late charge may be assessed on the amount of a bill in dispute.

(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.

(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

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

#### 10.06: Charges for Disconnection or Downgrading of Service

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

- (a) A subscriber requests total disconnection from cable service; or
- (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.

(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

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#### 10.07: 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 30 working days of receipt of the complaint.

(2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

(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 10.07(4).

(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

(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. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

#### 10.08: Security Deposits

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

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REGULATORY AUTHORITY

**EXHIBIT E**  
**CURRENT RATE CARD**

Unlimited Calling Plan <sup>(a)</sup>	\$50.00
Includes Local, Regional & Long Distance Calling. Includes choice of Calling Features: Basic VoiceMail, Caller ID Deluxe, Call Waiting, Call Return, Repeat Dial, Call Waiting ID Deluxe, Call Forward Variable, Speed Dial, 3-Way Calling	
Local Calling	\$62.99
Long Distance Calling	\$64.99
Directory Listings (Not applicable to fax and computer lines)	
Non-Published Service	\$4.95
Single Listing	Included
Each Additional Listing	\$3.00
Non-Directory Listed Service	\$3.00
Domestic Directory Assistance (per call)	
Local/Intralata Directory Assistance	\$1.25
<sup>(b)</sup> The first ten directory assistance calls per month are available at no charge.	
National Directory Assistance	\$1.25
Reverse Directory Assistance	\$1.25
Directory Assistance Call Completion	\$0.35
Directory Assistance Surcharge	\$2.75
International Calling <sup>(c)</sup>	Varies

Phone Features (per month)

Anonymous Call Rejection	\$3.50
Call Block (\$1.00 Per Use)	\$5.60
Call Forward Busy Line	\$3.60
Call Forward Busy Line/Don't Answer	\$3.60
Call Forward Don't Answer	\$3.60
Call Forward Variable	\$3.60
Call Return (per \$1.00 Per Use)	\$5.40
Call Waiting	\$7.00
Call Waiting ID Deluxe (with Call Waiting and Caller ID)	Free
Call Waiting Fax Ring	Free
Caller ID Number Only	\$7.60
Caller ID Blocking	\$5.60
Caller ID Name & Number	\$8.55
Call Trace	\$3.50 Per Use
Distinctive Ring 1	\$4.90
Distinctive Ring 2	\$7.00
Priority Call	\$4.30
Repeat Call (\$1.00 Per Use)	\$4.30
Selective Call Acceptance	\$3.50
Speed Dial 8	\$3.50
Speed Dial 30	\$3.55
Three Way Calling (\$1.00 Per Use)	\$4.90
Ultra Call Forward	\$7.00
Voice Mail - Basic	\$7.00
Voice Mail - Family	\$10.00
Voice Mail - Value	\$7.00
Greeting Only VoiceMail	\$5.00

Installation Fees & Other Charges (one-time charges, unless otherwise noted)

Account Activation Fee	\$9.99	Returned Check Fee	\$30.00
Installation (Digital TV, Phone or Internet) <sup>(a)</sup>	\$49.95	Payment by Phone Convenience Fee (Via Automated Response Unit)	\$4.50
Unreturned / Damaged Equipment		Payment by Phone Convenience Fee (Via Representative)	\$6.95
Varies by type of equipment (per piece, per occurrence)		Payment by Web Convenience Fee (Via www.rcn.com)	\$1.00
Prewired Additional Outlet (After first 4)	\$14.95	Late Fee - Internet Service <sup>(b)</sup>	\$10.00
Unwired Additional Outlet	\$35.00	Late Fee - Phone Service <sup>(c)</sup>	15%
New Jack Installation <sup>(d)</sup>	\$35.00	Late Fee - Video Services <sup>(e)</sup>	5.00%
Technician Visit <sup>(f)</sup>	\$54.95	Auto-pay Denial Fee	\$25.00
Custom Installation / Wiring / Repair - Per 30 Minutes <sup>(g)</sup>	\$35.00	Broadcast TV Surcharge (per month)	\$18.78
Service Protection Plan (Monthly)	\$4.95	Sports Surcharge (per month)	\$16.82
Relocate Outlet	\$35.00	Entertainment Networks Surcharge (per month)	\$16.35
Upgrade (Trip Required)	\$49.95	Network Access and Maintenance Fee (per month)	\$5.57
Additional Converter Box Request	\$14.95	Name Change	\$12.95
Customer Equipment Hook-Up - (TV, DVD, DVR, VCR)	\$14.95	Voice Subscriber Line Charge (per line, per month)	\$8.94
Home Service - Customer Education	\$54.95	Change Long Distance Carrier	\$5.00
Connect Closed Caption - Equipment	Free	Change Directory Listing	\$5.00
Seasonal Plan	up to \$10.00 per month, per service	Change Phone Number	\$20.00
Transfer of Service	\$49.95	Not Home Fee	\$54.95
Static IP Activation	\$25.00	Equipment Pickup Fee	\$14.95
Home Networking - (per 2nd, 3rd and 4th Computer or Device) <sup>(h)</sup>	\$14.95	Western Union Fee	\$2.95
Non-Pay Restoral	\$40.00	Bill Copy Request Fee	\$5.00

(1) RCN (United Basic and/or Signature) TV service needed to access other levels of service. Equipment such as Converter box, Cable Card or Streaming Device required. Prices noted do not include monthly price for equipment unless otherwise noted. Prices do not include monthly surcharges, taxes, or fees. Availability of certain On Demand content may depend on subscription to the service which includes the underlying linear channel.

(2) Must subscribe to Premiere Total or Premiere Sports tier to purchase NFL RedZone

(3) To receive HD features, and benefits, an HD television, HD-capable device and other equipment may be required. An HD-capable TV set with Component, HDMI or DVI inputs that supports up to 1080i and meets RCN specifications for DVR service required. Advertiser channels/stations may provide some non-HD programming. HD programming is limited to the programming provided to RCN in HD format by the content provider.

(4) Modern rental is only required if subscriber does not provide and use own modem.

(5) Home networking service available for up to 4 computers and/or other computer related devices, such as gaming consoles and printers. RCN certified home networking device required. Each standard home networking installation must be within 150 feet of the RCN certified Home Networking Device and includes installation of modem/router, software, PC cards or USB adapters, computer set-up and file sharing.

(6) Includes these services and features. Each additional service feature is available for an additional monthly fee. (See Service) requires subscription to where Home WiFi provided by RCN.

(7) All RCN TV services require RCN Internet service. Availability of third-party content subject to change and certain fees may apply. Two boxes must be provided and connected to perform multi-room viewing. Not all programs may be transferred using the multi-room viewing feature due to the use of copy protection mechanisms under the FCC's encoding rules (17 C.F.R. 76.1604). Two and the TVM logos are trademarks or registered trademarks of Tivo Inc. and its subsidiaries worldwide. All other marks are property of their respective owners.

(8) Unlimited long distance includes direct dialed calls to the Continental U.S., Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and Canada. Calls to international countries will be on a per minute basis. Other restrictions may apply.

(9) Please visit [www.rcn.com](http://www.rcn.com) for country-specific usage rates.

(10) Additional fees may apply for unwired installation. Unwired installation refers to installs up to 125 feet from existing RCN plant, primary outlet only, does not include wall fishing.

(11) Custom work includes but is not limited to: wall fishing, extensive drop ceiling work, basement, crawlspace, attic work, removal or replacement of fixtures, relocation of drops; installation of customer owned equipment such as home theaters, DVR and High Definition TV equipment.

(12) After initial installation, additional fees may apply for technician visits to the home and may be in addition to other one-time charges.

(13) 4K compatible TV, equipment and an internet connection are required to receive content in 4K.

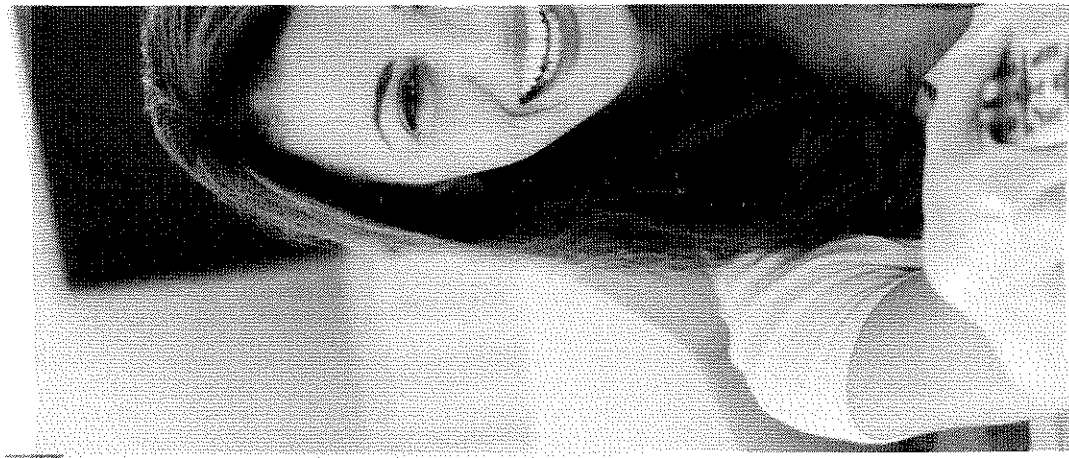
(14) Late fee applies to phone only accounts.

(15) Late fee is applied on services with a past due balance.

(16) Internet download speeds may vary and are not guaranteed. Observed speeds may vary based on device, connection, and other factors outside of RCN's control. Certain equipment may be required to receive Gigabit speeds up to 940 Mbps. Certain equipment may be required to receive Gigabit speeds up to 940 Mbps and may vary due to conditions outside of network control, including customer location. All speeds not available in all areas.

A Broadcast TV Surcharge is applicable to all RCN accounts subscribing to Limited Basic TV Tier and higher. A Sports Surcharge is applicable to all RCN accounts subscribing to Signature TV Tier and/or Signature Sports Packages. An Entertainment Networks Surcharge is applicable to all RCN accounts subscribing to Signature TV Tier and/or Signature Sports Packages. For more information visit [www.rcn.com/rates](http://www.rcn.com/rates).

\*Rates effective January 2021. Some restrictions may apply. All RCN prices listed are monthly, recurring charges unless otherwise indicated, excluding one-time fees such as installation, administrative, On Demand and/or Pay-Per-View charges. Unless otherwise noted, the listed taxes, surcharges, and fees are either Government mandated or a tax, surcharge, or fee imposed on you by the government. They are either a fee and/or surcharge RCN assesses and retains. Not all charges and features are available in all areas; check for availability in your area. Any additional services, such as equipment, premium channels and other tiers of service are subject to an additional charge and subject to change. Additional charges apply for taxes, fees, surcharges, equipment, activation and installation that are not included as part of the package and are subject to increase. Advertiser may require download speeds may vary and are not guaranteed. Services and pricing are subject to change. Services are subject to terms and conditions of RCN's subscriber agreements, online policies, and other applicable terms and conditions. Programming, channel location and packaging subject to change. All sales subject to credit check and may require pre-payment of service or a deposit. Leased equipment must be returned to RCN if service is cancelled. See our online disclosure at [rcn.com](http://rcn.com) for information about services offered in your area. The names, images, and logos of featured programs are the property of their respective owners. ©2021 RCN Telecom Services of Massachusetts, LLC. All rights reserved.



Limited Basic	\$21.95
Signature	\$110.04
<b>Premium Movie Channels</b>	
HBO (not available for new sale)	\$23.95
Showtime/The Movie Channel	\$18.95
Cinemax	\$14.95
Starz	\$13.95
HBO Max	\$14.99
Includes HBO Channels, HBO On Demand and HBO Max app	
<b>Premiere Packages</b>	
Premiere Total (Includes all 4 packs)	\$32.99
Premiere Sports	\$22.99
Premiere News & Information	\$17.99
Premiere Children & Family	\$17.99
Premiere Movies & Entertainment	\$21.99
<b>Sports Packages</b>	
NFL Red Zone (2)	\$62.99
Fox Soccer Plus	\$14.95
MLB Extra Innings	Varies
NBA League Pass	Varies
NHL Center Ice	Varies
<b>High Definition Package (3)</b>	
HD Expanded Tier	\$9.99
<b>On Demand (per rental)</b>	
New Release - HD	\$5.99 and up
New Release	\$4.99 and up
Library Movie	\$2.99 and up
Adult Programming	Varies
Events	Varies
Titles in Spanish	Varies
<b>Subscription On Demand</b>	
Eros Now On Demand	\$9.95
Filipino On Demand	\$9.95
here! On Demand	\$8.95
Too Much for TV On Demand	\$17.99
DOG TV	\$4.99
The Jewish Channel On Demand	\$6.50
Music Choice Karaoke	\$6.99
Music Choice Relax	\$5.99

Arabic	\$12.95
ART (Arab Radio & Television)	\$12.95
Chinese	\$9.95
CCTV-4	\$11.95
CTI Zhong Tian	\$11.95
Filipino	\$11.95
TFC (The Filipino Channel)	\$12.95
GMA Pinoy TV	\$9.95
GMA Life TV	\$19.95
GMA Pinoy TV / TFC	\$29.95
GMA Pinoy TV / GMA Life TV / TFC	\$29.95
GMA Pinoy TV / TFC / Filipino On Demand	\$29.95
GMA Pinoy TV / GMA Life TV / TFC / Filipino On Demand	\$35.95
French	\$9.95
TV5 MONDE	\$9.95
Greek	\$14.95
ANT1 - ANTENNA Satellite	\$11.95
Mega Cosmos	\$25.95
ANT1 - ANTENNA Satellite / MEGA Cosmos	\$25.95
Italian	\$2.95
Sky TG24	\$9.95
RAITALIA	\$11.95
RAITALIA / Sky TG24	\$24.95
Japanese	\$12.95
TV Japan	\$12.95
MBC (Munhwa Broadcasting Corporation)	\$19.95
MBC (Kv24)	\$19.95
Polish	\$9.95
TVM24	\$14.95
ITVN	\$19.95
TVM24/ITVN	\$19.95

Portuguese	\$6.95
RTPI (Radio e Televisao de Portugal)	\$19.95
TV Globo Internacional	\$19.95
PFC	\$29.95
TV Record Internacional	\$29.95
Russian	\$9.95
Channel One Russia	\$15.95
RTN (Russian Television Network of America)	\$15.95
NTV America	\$28.95
Channel One Russia / NTV America / RTN	\$28.95
South Asian	\$9.95
ITV Gold	\$14.95
Aapka Colors	\$14.95
TV Asia	\$14.95
Zee TV	\$17.95
ITV Gold / TV Asia	\$19.95
ITV Gold / Zee TV / Aapka Colors	\$24.95
Zee TV / TV Asia / Aapka Colors	\$24.95
Spanish	\$13.00
MIVision Lite	\$23.95
MIVision Plus	\$17.50
El Paquetón	\$17.50

High-Speed Internet	\$71.99
Downloads up to 10 Mbps / Uploads up to 2 Mbps	\$83.99
Downloads up to 25 Mbps / Uploads up to 4 Mbps	\$81.99
Downloads up to 50 Mbps / Uploads up to 10 Mbps	\$101.99
Downloads up to 100 Mbps / Uploads up to 15 Mbps	\$111.99
Downloads up to 150 Mbps / Uploads up to 20 Mbps	\$131.99
Downloads up to 200 Mbps / Uploads up to 25 Mbps	\$136.99
Downloads up to 300 Mbps / Uploads up to 30 Mbps	\$141.99
Downloads up to 400 Mbps / Uploads up to 40 Mbps	\$146.99
Downloads up to 500 Mbps / Uploads up to 50 Mbps	\$151.99
Downloads up to 600 Mbps / Uploads up to 60 Mbps	\$13.95
Downloads up to 700 Mbps / Uploads up to 70 Mbps	\$13.95
Downloads up to 800 Mbps / Uploads up to 80 Mbps	\$19.95
Downloads up to 900 Mbps / Uploads up to 90 Mbps	\$13.95
Downloads up to 1000 Mbps / Uploads up to 100 Mbps	\$9.95
Downloads up to 1100 Mbps / Uploads up to 110 Mbps	\$5.00
Downloads up to 1200 Mbps / Uploads up to 120 Mbps	\$9.99
Internet Security	\$3.95
McAfee PC Security	\$5.95
Non Triple Play Bundle Customers	\$7.95
McAfee Total Protection	\$5.95
Triple Play Bundle Customers	\$7.95
Non Triple Play Bundle Customers	\$7.95