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02/21/02

Dear Director Matthews,

I am pleased to send you the License Renewal documents for Boylston and Southborough, for your files

If you have any questions or need additional information, please do not hesitate to call me at (508) 853-1515 X2877.

Sincerely,

Anne La Vallee

Administrative Assistant

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File: <i>License</i>	<i>O</i>

TOWN OF BOYLSTON

COMMONWEALTH OF MASSACHUSETTS

**RENEWAL CABLE TELEVISION LICENSE
GRANTED TO**

**CHARTER COMMUNICATIONS ENTERTAINMENT I,
LLC**

December 2001

**AUGUST 6, 2001 DRAFT INCORPORATING NEGOTIATED POINTS OF AGREEMENT TO DATE AND ITEMS
STILL UNDER ADVISEMENT.**

Revised September 12, 2001 by CAC

Revised November 5, 2001 by Company

Final draft Dec. 2 by company

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AGREEMENT

This Cable Television Renewal License entered into this 20th day of December 2001, by and between Charter Communications and the Board of Selectmen of the Town of Boylston, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Boylston, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more non-exclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Boylston; and

WHEREAS, Charter Communications negotiated in good faith an initial proposal to the Town of Boylston, for a license to construct, operate and maintain a Cable Television System in the Town of Boylston; and WHEREAS, pursuant to 207 CMR 3.03(3), the Issuing Authority of the Town of Boylston released an Issuing Authority Report on December 10, 2001; and

WHEREAS, Charter Communications submitted an amended proposal to the Town, dated November 5, 2001, for a license to construct, operate and maintain a Cable Television System in the Town of Boylston; and

WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority conducted a public hearing on December 28, 1999, to assess the qualifications of Charter Communications; and

WHEREAS, the Issuing Authority and Charter Communications did engage in good faith negotiations to further clarify said proposals and did agree on proposals to construct, operate and maintain a Cable Television System in the Town of Boylston; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, Cable Television System design and other proposals of Charter Communications on December 10, 2001; and

WHEREAS, the Issuing Authority determined that it was in the best interests of the Town of Boylston to grant a non-exclusive Renewal License to Charter Communications.

WHEREAS, Charter Communications has satisfied each and every one of the conditions pursuant to 207 CMR 3.04(1).

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1: DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. Many of the terms are defined by federal law and those definitions are incorporated by reference herein. Definitions herein are intended only to clarify those definitions and not to supercede, limit or expand any such provisions of law.

(1) **Access or Public Access:** The right or ability of any Boylston resident and/or any Persons affiliated with a Boylston institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) **Access Channel:** A video channel which the Licensee shall make available, without charge to the Town or access producers, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) **Access Corporation:** The entity, that may be designated by the Issuing Authority of the Town of Boylston from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) **Affiliate or Affiliated Person:** When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) **Basic Cable Service or Basic Service:** Any service tier, which includes the retransmission of local television, broadcast Signals.

(6) **CMR:** The Code of Massachusetts Regulations.

(7) **Cable Communications Act (the "Cable Act"):** Public Law No. 98-549, 98 State. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 State. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 State. 110 (1996)(the Telecommunications Act of 1996).

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

(9) **Cable Division:** The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

(10) **Cable Television System or Cable System:** A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(11) **Cable TV Advisory Committee (CAC):** The Town's cable advisory committee appointed by the Issuing Authority as its primary designee on Cable Television matters and, in the absence of explicit language to the contrary in any Town cable television license or any applicable statute, regulations, etc., the Town entity authorized to act on behalf of the Issuing Authority with regard to any Town cable television license.

(12) **Commercial Subscriber:** A commercial, non-residential Subscriber to Cable Service.

(13) **Converter (or digital receiver):** A- device altering an analog or digital Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(14) **Department of Public Works ("DPW"):** The Department of Public Works of the Town of Boylston, Massachusetts.

(15) **Downstream Channel:** A channel over which Signals travel from the Cable System Hub to an authorized recipient of Programming.

(16) **Drop or Cable Drop:** The cable that connects an Outlet or Termination to the Cable System.

(17) **Educational Access Channel:** A specific channel(s) on the Cable System made available by the Licensee to Boylston educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.

(18) **Execution Date of Renewal License (the "Execution Date"):** December 10, 2001.

(19) **FCC:** The Federal Communications Commission, or any successor agency.

(20) **Feeder Line:** A branch off one of the Town-wide distribution cable trunks which feeds a small area or neighborhood..

(21) **Renewal License:** The non-exclusive Cable Television Renewal License granted to the Licensee.

(22) **Government Access Channel:** A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(23) **Gross Annual Revenues:** Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or

charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; - Subscriber fee; all Commercial Subscriber revenues; leased access fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and cable modem revenues. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Advertising and home shopping revenues are excluded from this definition.

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

(25) **Hub or Hub Site:** A sub-Headend, located within the Town of Boylston, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber Node or transportation super trunk..

(26) **Institutional Network (I-Net):** The network for the exclusive use of the Issuing Authority, its designees and/or other Town Users, and which meets the requirements of Section 3.2 infra.

(27) **Internet:** The world-wide computer network.

(28) **Issuing Authority:** The Board of Selectmen of the Town of Boylston, Massachusetts.

(29) **Leased Channel or Leased Access:** A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(30) **License Fee or Franchise Fee:** The payments to be made by the Licensee to the Town of Boylston, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(31) **Licensee:** Charter Communications, or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(32) **Local Origination ("LO") Programming:** Local Programming produced and presented by the Licensee.

(33) **Origination Capability or Origination Point:** An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(34) **Outlet:** An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.

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

(36) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(37) **PEG:** The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(38) **PEG Access Channels:** Any channel(s) made available for the presentation of PEG Access Programming.

(39) **Person:** Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(40) **Power Node or Node:** A remote terminal device used to provide integrated network powering solutions for broadband, hybrid fiber-coax or switched digital video architecture(s).

(41) **Prime Rate:** The prime rate of interest, at Fleet Bank.

(42) **Public Access Channel:** A specific channel(s) on the Cable System made available by the Licensee for the use of Boylston residents and/or not for profit organizations wishing to present non-commercial programming and/or information to the public.

(43) **Public Way or Street:** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(44) **Residence:** Any structure used for private or other non-business purposes including private homes; but excluding commercial entities, including but not limited to restaurants, bars, public clubs, private clubs, nursing homes, college dormitories and hotels and that is able to receive Cable Service.

(45) **Scrambling/encoding:** The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

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

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

(48) **State:** The Commonwealth of Massachusetts.

- (49) **Subscriber:** Any Person, firm, corporation or other entity, located in Boylston, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.
- (50) **Subscriber Network:** The bi-directional network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers, and which meets the requirements of Section 3.1 infra.
- (51) **Subscriber Network Completion:** That point when the Licensee has provided written documentation to the Issuing Authority that its Subscriber Network has been made available, as of that date, to one hundred percent (100%) of the residential households in the Town.
- (52) **System outage or Outage:** An occurrence wherein five or more calls from one neighborhood report a loss of Cable Service.
- (53) **Termination:** An end device for a fiber-optic cable which shall be labeled and terminate the cable, both of which shall be in an industry-standard manner for data and/or video transmission.-
- (54) **Town:** The Town of Boylston, Massachusetts.
- (55) **Town Counsel:** The Town Counsel of the Town of Boylston, Massachusetts.
- (56) **Trunk, Feeder Line and Distribution System:** That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.
- (57) **Upstream Channel:** A channel over which Signals travel from an authorized location to the Cable System Hub.
- (58) **User:** A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (59) **VCR:** The acronym for videocassette recorder.
- (60) **Video Programming or Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station or cable network.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Boylston, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive Cable Television Renewal License to the LICENSEE authorizing the Licensee to qualify in order to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Boylston.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application. Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to qualify in order to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Boylston within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Boylston. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or Town by-laws enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year period from the Execution Date unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE AND COMPETITION

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Boylston; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a cable system without a license or franchise as defined by 47 U.S.C. 522(9).

(b) if the Town enters into any contract, license, agreement, or the like with a Cable Service Provider, which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any difference between this License and any additional license, contract or agreement in terms of benefit to the aforementioned video provider and the Licensee herein, including, but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; any payments for the support of PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-NET; and (ix) customer service standards. To the extent that any term of this License is less favorable and more burdensome to the Licensee than those of an equivalent provision of such subsequent or additional Cable Service Provider license, contract or agreement, the Town, upon written request of the licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license, contract or agreement so that they are not on more favorable or less burdensome terms than the terms of this License or amending this License so that its terms are not less favorable or more burdensome than those of any additional license, contract, or agreement. In devising an appropriate remedy, the Town shall consider that, in certain instances, eliminating ongoing obligations after implementing construction has been undertaken may be inadequate to provide meaningful relief.

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter and/or applicable law and regulations.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate. Any costs incurred by the Town, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

Section 2.6---TRANSFER and ASSIGNMENT OF THE RENEWAL LICENSE

(a) Neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial qualifications, management and technical expertise, experience in the cable industry, performance in other communities and any other criteria allowable under law.

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

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

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

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of the Renewal License.

(b) If the Issuing Authority lawfully and reasonably denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License.

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

Section 2.8 FUTURE RENEWALS

Renewal rights shall be afforded the Licensee at the expiration of this license consistent with applicable state and federal law. In no event shall such renewal rights be less favorable to the Licensee than those set forth in 47 U.S.C. 546, as it exists on the date hereof.

**ARTICLE 3
CABLE SYSTEM DESIGN**

Section 3.1---SUBSCRIBER NETWORK

- (a) The Licensee shall continue to operate a minimally seven hundred fifty Megahertz (750 MHz) Subscriber Network conforming, at a minimum, to Exhibit 1 attached hereto and made a part hereof. Any new or replacement system shall have the same capacity or better.
- (b) Upon activation of any segment of the Cable System, the Licensee shall activate and program a minimum of one hundred ten (110) Downstream Channels Subscriber Network, including the public, educational and governmental Access Channels.
- (c) Concurrent with the provision of Service to any Subscriber and/or User the Licensee shall install, and maintain throughout the term of the Renewal License, standby power at its (i) Headend, (ii) Hub facilities and (iii) elsewhere in its Trunk, Feeder Line and Distribution System. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.
- (d) The Licensee shall transmit all of its Signals to Boylston Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.
- (e) The Subscriber Network shall have the capacity to carry digital television signals, when available to the Licensee.
- (f) The Licensee shall install, operate and maintain a Hub in the Town for the entire term of the Renewal License unless said hub may be foregone without diminution of signal quality to Boylston subscribers.. This includes all downstream and upstream signals.
- (g) The Licensee commits to provide high-speed Internet access to its Subscribers concurrent with the availability to them of Cable Service.

Section 3.2---INSTITUTIONAL NETWORK

- (a) The licensee shall continue to operate an Institutional network (I-net) capable of distributing video, audio and data to all designated non-school and school locations during the term of the renewal License. I-Net directional switching at the headend for video shall be the responsibility of the Licensee for the entire term of the Renewal License.
- (b) The Licensee shall maintain and replace in a timely manner all equipment that is part of the I-Net without any charge(s) to the Issuing Authority and the Town. The Town shall maintain and replace any end-user equipment that it owns and operates.
- (c) The I-Net shall be maintained by the Licensee as follows:
 - (1) The I-Net shall be maintained at all times in the downstream and upstream mode(s) to conform to applicable FCC standards and the Licensee shall document how its regular-monitoring procedures serve to achieve that result. Such documentation shall be made available to the Issuing Authority and/or its designee upon reasonable demand.
 - (2) The Licensee's response to all I-Net outages or significant service degradation shall meet the same standards as its response to Subscriber Network outages, but in any case, under normal operating conditions, within two (2) hours of notification or when the Licensee knew of the outage or should have known of the outage, whichever is earlier. However, the foregoing notwithstanding, it is understood that should the I-Net and the Subscriber Network simultaneously require Licensee's response to simultaneous outages or serious degradation of both, the Subscriber Network shall take priority.
 - (3) The Town shall identify, and provide to the Licensee, the name and a telephone number for the I-Net Administrator.
 - (4) For scheduled I-Net maintenance activities, and scheduled Subscriber Network maintenance activities that may impact the I-Net, whether initiated at the Town's request or by the Licensee, the Licensee shall provide a minimum of one (1) week notice to the I-Net Administrator if at all possible, and if not, then such notice as may be possible.
 - (5) For all Cable System maintenance activities likely to impact I-Net service, scheduled or otherwise, the Licensee shall notify the I-Net Administrator prior to the commencement of any such work.
 - (6) All Town requests for I-Net maintenance shall be coordinated by the I-Net Administrator.
 - (7) The I-Net Administrator shall be notified in writing, of changes regarding I-Net channel assignments before they occur.
- (d) The Town shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to, carrying Internet Service(s) from third parties for Town use on the I-Net for the Town's municipal, internal use only, without charges of any kind levied by the Licensee.
- (e) The Licensee shall supply the appropriate drop connection so as to allow the User(s), with User's appropriate transmission devices, origination capability at the institutions specified by the Town during the term of the Renewal License.
- (f) The Licensee or its affiliate shall use its best efforts to work with the Issuing Authority and its designee(s) to meet the Town's reasonable needs in connection with the Town's use and development of the I-Net, it being understood that Licensee or its affiliate - should the Town set up a fully elaborated Wide or Local Area Network(s) with routers, servers and constant, high-volume data transport-- may impose charges to transport, monitor, manage and service voice or data signals over the I-NET, and to support any specialized equipment necessary for voice or data transmissions, the purchase and maintenance of end-user equipment being the Town's sole responsibility. Licensee shall make available to the Town a reasonable amount of professional consultation regarding the use and

development of the I-Net, from its in-house personnel, on an annual basis, without charge(s) to the Town, it being understood that this provision shall not apply to detailed consultations concerning the design and purchase of equipment for data networks using the I-NET.

(g) However, in the context of subsection (f) supra, it is understood by the parties that for the foreseeable future after the Execution Date of this Renewal License, the Town's non-video use of the I-Net will be confined to use of one (1) cable modem through a hub for Internet access by a limited number of municipal offices. For the one (1) modem and monthly service the Town shall pay the published municipal rate of Licensee or its affiliate, though not the installation charge, but Licensee shall levy no related maintenance or monitoring charges.

(h) Construction, installation and activation of each free-of-charge Drop and Outlet(s) to each of the I-Net buildings shall be completed within ninety (90) days of designation by the Town for aerial Drops, and within one hundred twenty (120) days of designation by the Town for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the I-Net Buildings designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet. The Town shall designate such officials in writing to the Licensee.

(i) The I-Net shall be interconnected with the Subscriber Network at the Hub. All remote I-Net video transmissions shall be sent on an Upstream Channel to the Hub, where such transmissions shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the connecting and reprocessing of all video Upstream Channels to the appropriate Subscriber Network Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Issuing Authority and/or the Town.

(j) Nothing in this Section 3.2, or elsewhere in the Renewal License, shall prevent the Issuing Authority from allowing any Access Corporation(s) from using I-Net bandwidth provided that said Corporation(s) operate pursuant to this license or to a license, contract or agreement with another Cable Service Provider conforming to the provisions of Sec. 2.3 supra, but only with mutually agreeable arrangements between Licensee and such other Provider.

(k) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of the Renewal License, except for equipment not directly under its control and/or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net. Scheduled tests shall be performed at least approximately once every six (6) months. Test results shall be promptly submitted to the I-Net Administrator.

(l) The I-Net shall be maintained and operated in compliance with provisions of this License. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed within such seven (7) day period.

(m) Upon request of the Issuing Authority, the I-Net shall be connected with any and all I-Nets operated by other Cable Television licensee(s) within the Town providing that said other licensee is operating pursuant to the provisions of Sec. 3.2 supra and that suitable technical interconnection and maintenance arrangements are mutually arrived at without undue economic or operational burden to the licensee herein.

(n) There shall be no charges to the Issuing Authority or the Town for I-Net operational, maintenance, repair, replacement, and/or Drop/Outlet(s) installation costs. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass-through any I-Net costs (incurred pursuant to the Renewal License) to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with such applicable laws and/or regulations.

(o) If applicable and if requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized or passed-through I-Net costs, in sufficient detail to enable the Issuing Authority to understand how such new costs have been externalized or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within - thirty (30) days of a request to do so by the Issuing Authority or at the time such explanation is provided, by law, to any governmental rate regulating authority.

Section 3.3---PARENTAL CONTROL CAPABILITY

Licensee shall provide to subscribers, for the published charge and upon request, the capability to control the reception of channels on the Cable System for the purpose of parental control.

Section 3.4---EMERGENCY ALERT OVERRIDE CAPACITY

The subscriber network shall comply with the FCC's Emergency Alert System ("EAS") regulations. The Licensee shall cooperate with the Issuing Authority and/or its designee(s) in the distribution, use and operation of all emergency communications to subscriber.

Section 3.5---SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems at all times during the renewal period.

Section 3.6---INFORMATION & LIAISON REQUIREMENTS

(a) Notwithstanding any other provisions of this Renewal License, both the Licensee and the Town explicitly acknowledge the crucial importance of maintaining a continuing, productive dialogue throughout the term of this Renewal License to help the Issuing Authority (and its primary designee, the CAC) in its authorized oversight of the Licensee's performance. In support of that end and ultimately for the benefit of the Town and all Subscribers and Users, the following requirements are prescribed without in any way limiting any other complementary actions:

(b) The Licensee shall provide a master construction plan and construction schedule to the CAC and the DPW for review and approval, prior to the commencement of any major construction in the Town, which approval shall not be unreasonably delayed or denied.

(c) The Licensee shall designate primary and alternate responsible persons as the Town's liaison with the Licensee for the purpose of obtaining status or presenting issues related to any aspect of the activity under this Renewal License, including the construction, operation, and maintenance of the Cable System and any associated Customer Service, marketing, etc., activities. Their names, titles, and contact information (telephone, page, and facsimile numbers, mail and e-mail addresses, etc.) shall be provided in writing to the CAC, and kept current throughout the term of this Renewal License. The Licensee shall also ensure those liaison persons have an established management chain through which any matters they cannot resolve to the Town's satisfaction can be expediently escalated and addressed with prompt response to the Town.

(d) Throughout the entire construction period for the entire Cable System (to include both the Subscriber Network and the I-Net), the Licensee shall make at least one of those liaison persons (accompanied by any other persons needed to address agenda items) available for periodic meetings in the Town during said same construction period. While a weekly meeting is contemplated, the actual timing, frequency, and location shall be proposed by the CAC and not unreasonably rejected by the Licensee. Both the Town and the Licensee acknowledge that their representatives to such meetings have a responsibility to apply their respective best efforts toward the resolution of any and all matters raised there; however, such meetings do not substitute for the Licensee's responsibility to follow all normal administrative and statutory procedures regarding dealing with other officials and offices within the Town and elsewhere.

(e) To the extent the exchanges under the provisions of the Section 3.6(d) supra do not fulfill the CAC's needs during the construction period, and in any case after the completion of the construction, the Licensee shall appropriately address matters brought to the Licensee's attention by the Town at any time. The CAC is responsible for keeping the Licensee informed of the CAC's meetings and if the Licensee has a representative in attendance at such meetings, that person's presentation can fulfill the requirement for any applicable monthly status report.

**ARTICLE 4
CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS**

Section 4.1---AREA TO BE SERVED

- (a) The area to be served is the entire Town of Boylston.
- (b) The Licensee shall make its best efforts to obtain rights-of-way and Multiple Dwelling Unit ("MDU") access agreements in the Town in order to make cable service(s) available to all residents.
- (c) Installation charges shall be nondiscriminatory. Any dwelling unit within and/or equal to three hundred feet (300') of the Licensee's Trunk, Feeder Line and Distribution System for an aerial Drop, or within and/or equal to one hundred feet (100') of the Licensee's Trunk, Feeder Line and Distribution System for an underground Drop shall be entitled to a standard installation rate. The Licensee may charge for time and materials in cases where (i) the Subscriber requests customized installation, or (ii) where any dwelling unit is in excess of three hundred feet (300') of the Licensee's Trunk, Feeder Line and Distribution System for an aerial Drop, or in excess of three hundred feet (300') of the Licensee's Trunk, Feeder Line and Distribution System for an underground Drop.
- (d) Installation charges shall be consistent with federal and State regulations.

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall install, operate and maintain the Cable Television System within the Town of Boylston. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

- (a) For residential subdivisions constructed after the Execution Date of this License with all utilities located underground, Licensee shall install its Distribution Plant underground, provided: (i) the subdivision contractor building the subdivision shall make the necessary easements available without cost to Licensee; and (ii) the subdivision contractor provides at least sixty (60) days' notice to the Licensee in order for the Licensee to place the Distribution Plant in utility trenches opened by the contractor.
- (b) The Issuing Authority shall use its reasonable efforts to have the Planning Board (i) require that subdivision developers work with the Licensee during the planning of subdivisions to provide for Distribution Plant installation; (ii) require that a plan for the Distribution Plant be included in the subdivision plan as a condition for Planning Board approval; and (iii) require that the developer provide a copy of the approved plans to the Licensee.

Section 4.4---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. The Licensee may not trim and/or prune any trees belonging to the Town without the advance notification of the DPW.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

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

such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9---PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, -- within the Town public layout -- such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the Town.

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF SYSTEM

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to oversee such Licensee tests as it shall deem necessary to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

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

Section 4.12---CABLE SYSTEM MAPS

The Licensee shall file with the Issuing Authority or its designee strand maps of the Cable System plant. If changes are made in the Cable System, upon request, the Licensee shall file updated strand maps not later than thirty (30) days after any such request, and annually, if no requests have been made, not later than thirty (30) days after each anniversary of the Execution Date of the Renewal License, in a readable format.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall endeavor to interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one (1) of the Cable System's local channels, including a bulletin-board notice. The Licensee shall provide such other notices regarding service interruption in order to comply with the Americans With Disabilities Act ("ADA").

Section 4.14---COMMERCIAL ESTABLISHMENTS

Licensee shall make cable services available to any commercial establishments in the Town, which are located on the residential subscriber network, subject to the Licensee and each commercial establishment reaching a reasonable agreement regarding terms and cost which may or may not differ from the terms and costs that apply to residential subscribers. It is herein acknowledged that certain programming services may not be available to

commercial establishments, or may be available only upon certain terms and conditions pursuant to Law or to Licensee's agreements with its program suppliers.

Section 4.15---SERVICE OUTAGE NOTIFICATION

The Licensee shall provide an explanation of any service outages in the Town to the CAC consistent with the reporting under Sections 3.6(d) & (e) supra.

Section 4.16---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L.Chapter 82, Section 40.

**ARTICLE 5
SERVICES AND PROGRAMMING**

Section 5.1---BASIC SERVICE

The Licensee shall make available a Basic Broadcast Service tier to which subscription is required for access to any other tier of service. Such basic tier shall, at a minimum, consist of: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 and 615 of the Cable Act of 1992, and 2) all active Public, Educational and Governmental ("PEG") Access channel(s).

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, children's programming, religious programming, educational programming, news programming, arts and entertainment programming, and movie programming.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Boylston Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---TWO-WAY CAPABILITY

The Licensee shall operate and maintain a two-way Cable System, subject to Section 3.1 supra, available to all Subscribers.

Section 5.4---LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.5---VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request accessories and written procedures which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers no later than Subscriber-Network Completion.

(b) The Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.5(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.5(b) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) In accordance with 207 CMR 10.03, the Licensee 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. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 5.6---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an

unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if

Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.7---FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS

(a) The Licensee shall provide, install and maintain a free Subscriber Cable Drop and/or Outlet one per location and the existing level of service, or its equivalent (See *Exhibit 2*), to all police and fire stations, public libraries and other

municipal buildings as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town and/or any designated institution for the installation and provision of monthly Cable Service and related maintenance. In addition the licensee shall provide all of the above under the provisions above to any new municipal and other public buildings which lie along its cable routes in the town.

(b) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

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

Section 5.8---FREE DROPS AND MONTHLY SERVICE TO SCHOOLS

(a) The Licensee shall provide its monthly Basic and Cable Network Service, or its equivalent (See *Exhibit 2*), including Drops and necessary Outlets, one per building, to all schools as designated by the Issuing Authority or its designee.

(b) The exact locations of said Drops and Outlets shall be designated by the Boylston School Department (the "School Department"). The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(c) The Licensee shall provide such Outlets and service without charge to the Town or the School Department. The Licensee shall maintain such Outlets for normal wear and tear at its sole cost and expense.

(d) There shall be no charges to the Issuing Authority, Town and/or the School Department for the installation, maintenance, and/or repair of the Outlet(s), as required herein, to School buildings. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize or otherwise pass-through any such School Drop and/or Outlet costs to Subscribers, the Licensee may do so, including, but not limited to, the computation, collection, and/or interest on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

(e) Pursuant to applicable law, either the Issuing Authority or the company has the right to appeal to the appropriate jurisdiction(s) any dispute over such externalized, line-itemized and/or passed-through costs.

Section 5.9---FREE INTERNET SERVICE TO -LIBRARIES AND SCHOOLS

Within ninety (90) days of the Execution Date of this License, Licensee shall furnish one (1) free cable modem and hook-up for use in a common space in each public school and public library in the Town. There shall be no installation, equipment or monthly service charge for said modems and hook-ups.

ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS/LOCAL
ORINATION FACILITIES AND SUPPORT

Section 6.1---PEG ACCESS/LOCAL ORINATION PROGRAMMING

(a) The Town and/or its designee(s), as designated by the Issuing Authority, in conjunction with the Licensee's PEG obligations hereunder, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

(b) The Licensee shall be responsible for the provision of Local Origination ("LO") Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---PEG ACCESS CHANNELS

(a) Subject to Section 3.1 supra, the Licensee shall make available to the Issuing Authority and/or its designee(s), three (3) full-time Downstream Channels for PEG Access purposes on the Subscriber Network. There shall be no charges and/or costs whatsoever to the Issuing Authority, the Town, program originators, and/or Subscribers for such capacity.

(b) The Licensee shall make available three (3) Upstream Channels, or the equivalent thereof, for remote cablecasting of PEG Access Programming and/or interconnection to said three (3) PEG Access Downstream Channels. To the extent that one or more of said Upstream Channels are not available on the Subscriber Network, the Licensee shall make such upstream capacity available to the Town from any location on the I-Net, including any interface equipment that may be necessary on account of such upstream capacity not being on the Subscriber Network. There shall be no charges and/or costs whatsoever to the Issuing Authority, the Town, or program originators, for such equivalent capacity and/or interface equipment.

(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, its designee(s), the Town, or program originators, and shall be subject to the control and management of the Issuing Authority and/or its designee(s).

(d) Except as required by applicable law, rule or regulation, the Licensee shall employ its best efforts to use Channels 11, 12 and 13 on the Subscriber Network as the channel locations of the PEG Access Downstream Channels. The Licensee shall not change said channel locations, without the advance, written consent of the Issuing Authority, which consent shall not be unreasonably withheld.

Section 6.3---ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide a one time cash grant to the Town, or if the Issuing Authority shall so designate and apportion, to an Access Corporation (pursuant to Section 6.9), in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) or if agreed to by the issuing authority, provide a combination of cash and/or equipment of an equivalent value. Any such grant shall be used for the purchase of PEG access equipment and supplies. The Licensee shall make said payment in full within sixty (60) days following the Execution Date of this Renewal License. If the Issuing Authority or its designee wishes Licensee to furnish a combination of cash and equipment, it shall furnish to Licensee within ninety (90) days of the Execution Date the necessary equipment specifications. Licensee shall make the cash payment within sixty (60) days of receipt of the specifications, the foregoing notwithstanding, and shall effect delivery of the equipment as soon as available from suppliers. This capital grant – both cash and the cost of any equipment - shall be an external cost for the purpose of rate regulation.

(b) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority, or if the Issuing Authority shall so designate and apportion, to an Access Corporation (pursuant to Section 6.9), for PEG Access and related purposes, equal to four percent (4%) of the Licensee's Gross Annual Revenues, as defined herein, or a minimum of Fifteen Thousand Dollars (\$15,000.00), whichever amount is greater.

(i) The first payment to the Issuing Authority under the Renewal License shall be made within sixty (60) days of the end of Year One of the Renewal License, and shall constitute four percent (4%) of the Licensee's Gross Annual Revenues for the preceding twelve month period, or \$15,000.00, whichever amount is greater.

(ii) The Licensee shall file with each such annual payment a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period.

(c) These annual payments shall be an external cost for the purpose of rate regulation.

(d) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority an amount equal to four percent (4%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this-4% payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

(e) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 6.4---RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Article 6. Not more than once a year, upon reasonable advance notice, the Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recompilation. The interest of such additional payment shall be charged from Prime Rate during the period that such additional amount is owed. If, after inspection, the Licensee has overpaid, such overpayment shall be credited against the next payment to the Issuing Authority, without interest charges of any kind.

Section 6.5---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels. The Issuing Authority or its designee(s) shall be responsible for the picture quality of all PEG Access Programming, except in the event that the Licensee produces such PEG Access Programming. If the PEG Access Channel's transmission standards are not commensurate with the Cable System's commercial channels then the licensee will remedy the issue within 30 days.

Section 6.6---PEG ACCESS CABLECASTING

(a) In order that the Issuing Authority and/or its designee(s) can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from any location with Origination Capability, designated by the Town, to the Cable System Hub, on upstream bandwidth made available, without charge, to the Town and any Access Corporation for their use.

(b) The Licensee shall ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the Hub, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority and/or its designee(s) for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain, at its sole cost and expense, all necessary processing equipment in order to switch Upstream Signals from the Issuing Authority and/or its designee(s) to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

Section 6.7---CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.8---PEG ACCESS PROGRAMMING COSTS

(a) There shall be no charges to the Issuing Authority, its designee(s), the Town and/or PEG Access -Producers for use of the PEG Access Channels

(b) In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item and/or otherwise pass-through any PEG Access costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, interest paid on and/or allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) Licensee shall furnish to the Issuing Authority such filings made, pursuant to law, to rate regulatory authorities as detail the computations utilized to determine the externalization and line-itemization of PEG costs on subscribers' bills.

(ii) Pursuant to applicable law, the Issuing Authority has the right to appeal the accuracy to the appropriate jurisdiction of any such externalized, line-itemized and/or pass-through to Subscribers.

Section 6.9---ACCESS CORPORATION

(a) The Issuing Authority reserves the right to organize and develop a non-profit Access Corporation, to provide programming, assistance and services to PEG Access Users and the Town.

(b) In the event that an Access Corporation is formed, the Licensee shall cooperate with such Access Corporation, including but not limited to, transmitting PEG Access programming on dedicated PEG Access Channels programmed by the Access Corporation.

Section 6.10--ACCESS EQUIPMENT MAINTENANCE

The Town or its designee shall own all PEG studio equipment purchased with funding provided for in this License as well as all Licensee-owned studio equipment as of the Execution Date.

The Licensee shall provide all access equipment with regular scheduled maintenance and with ad hoc maintenance as it shall determine is needed, the cost of both regular and ad hoc maintenance to be deducted from the Annual Payment provided for in Sec. 6.3(b) supra, unless the town or it's designee provides said maintenance.-

Section 6.11 – ACCESS SUPPORT

The Licensee shall provide personnel at no cost to the Town or Access producers who will act in an advisory and support role for PEG programming and training, on a part time basis.

**ARTICLE 7
LICENSE FEES**

Section 7.1---LICENSE FEE ENTITLEMENT

(a) The Licensee shall pay to the Town, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amount as may be permitted by applicable laws. The number of Subscribers for purposes of this Section shall be calculated on the last day of each year of this Renewal License.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual payments to the Town on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this License Renewal and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the costs related to any liquidated damages pursuant to Section 11.2 infra; (iii) payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town pursuant to Sections 2.5, 4.5, 9.2(c), 10.4 and/or 10.5 herein.

Section 7.2---PAYMENT

The License Fees shall be paid annually to the Town throughout the term of the Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

(c) The term "license fee" shall have the meaning defined in Sections 622(g)(1) &(2)(A-E) of the Cable Act.

Section 7.4---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date at the rate of two and a half percent (2.5%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.5---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.4.-

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall, with due regard for Licensee's proprietary rights and reasonable convenience, conduct an audit of such payment(s). If, after such audit and recompilation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recompilation. The Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable.

Section 7.6---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Boylston.

Section 7.7---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer in a special PEG Access account.

**ARTICLE 8
RATES AND CHARGES**

Section 8.1---RATE REGULATION

- (a) The Town reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.
- (b) In the event that State and/or federal law at any time permit the regulation of additional Programming and/or equipment rates of the Licensee, the Licensee hereby agrees to negotiate in good faith with the Issuing Authority the Town's regulation of such additional Programming and/or equipment rates and charges.
- (c) The Licensee shall comply with applicable rate regulations regarding (i) its Boylston channel count and (ii) multiple dwelling unit rates.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

- (a) The Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.
- (b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00.

Section 8.3---NON-PREDATORY AND NON-DISCRIMINATORY RATES

All rates for residential service shall be published and non-discriminatory, although discounts may be made available to senior citizens based on need or made through bulk accounts. Nothing in this License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting subscribers.

Section 8.4---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.5---CREDIT FOR SERVICE INTERRUPTION

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

Section 8.6---SENIOR CITIZEN DISCOUNT

(a) The Licensee shall provide senior citizens in Boylston a discount of 10% per month off of the Licensee's Basic Service. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head of the household and (2) receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Service Benefits, or (v) Town's income-based senior citizen real estate tax abatement, if any, pursuant to M.G.L..

(b) Current subscribers receiving a Sr. Citizen Discount as of the Execution Date of this License shall continue, throughout the term of this Renewal License, to receive the same discount, the foregoing Sec. 8.6(a) notwithstanding.

**ARTICLE 9
INSURANCE AND BONDS**

Section 9.1---INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A commercial general liability policy naming the Town, its officers, boards, commissions, agents and employees as additional insured on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of Five Million Dollars (\$5,000,000.00) for injury or death to any one person in any one occurrence and a Ten Million Dollar (\$10,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional insured and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of Five Million Dollars (\$5,000,000.00) for damage to the property of any one person in any one occurrence and a Ten Million Dollar (\$10,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(3) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

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

(5) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Execution Date of the Renewal License..

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(d) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State. The performance bond shall be in the sum of fifty thousand dollars (\$ 50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the maintenance, operation, and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

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

Section 9.3---REPORTING

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. The Town shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies, performance bond and letter of credit required herein shall each contain an explicit endorsement stating that such insurance policies, performance bond and letter of credit are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement: It is hereby understood and agreed that this policy (or bond or letter of credit) shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

**ARTICLE 10
ADMINISTRATION AND REGULATION**

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access/LO channels, facilities and support, customer service and complaint response, Programming, and the Institutional Network; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) The Licensee shall notify its Subscribers of all such performance evaluation hearings by periodic announcements on the Community Bulletin Board (or equivalent channel) for five (5) consecutive days preceding each such hearing.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

Section 10.6---INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in these activities.

Section 10.7---JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

**ARTICLE 11
DETERMINATION OF BREACH-LIQUIDATED DAMAGES-
LICENSE REVOCATION**

Section 11.1---DETERMINATION OF BREACH

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

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

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

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

(i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;

~~(ii) seek liquidated damages in accordance with the schedule set forth in Section 11.1 below;~~

(iii) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

(iv) invoke any other lawful remedy available to the Town.

(d) In the event the Issuing Authority exercises its right under this Section 11.1, Article 11, Licensee shall retain all of its right of appeal under law to any governmental body or court of competent jurisdiction.

Section 11.2---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein after complying with the relevant provisions of this Renewal License.

Section 11.3---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Sections 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License.

Section 11.4---NOTICE TO TOWN OF LEGAL ACTION

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice that an action will be filed, unless, in good faith, time and events do not allow for such a period, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 11.5---NON-EXCLUSIVITY OF REMEDY

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

Section 11.6---NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License. The foregoing notwithstanding, failure by the Town to exercise or invoke any right or License provision

specifically timed herein within twelve (12) months of the date(s) or deadline(s) specified in this License shall constitute a waiver thereof.

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

(c) A waiver of any right or remedy by the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other times subject to the provisions of Sec. 11.7(a) supra. In order for any waiver of the Town to be effective, it shall be in writing.

ARTICLE 12
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, during Normal Business Hours, as defined therein.

(b) The Licensee's main customer service office(s) shall have a publicly listed local telephone number for Boylston subscribers.

(c) Licensee shall make every reasonable and good faith effort to comply with 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, i.e., telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on an annual basis. A Subscriber shall receive a busy signal less than three (3%) percent of the time, measured on a quarterly basis, under normal operating conditions.

Section 12.2---ANSWERING SERVICE

Throughout the entire term of the Renewal License, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.3---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new standard installations, to Boylston residents who request Service within seven (7) days of said request.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur in the appointed morning (9:00 AM to 1:00 PM), afternoon (1:00 PM to 5:00 PM) or, if applicable, evening (5:00 PM to 7:00 PM). Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 7:00 PM, daylight permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

(d) For all requests for service or repair that are received during Normal Business Hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after Normal Business Hours, pursuant to Section 12.1 above, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(f) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

(g) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(h) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall make every reasonable effort to comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76., as may be amended. -

Section 12.5---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq.:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

Section 12.6---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers. It shall be consistent with the following unless otherwise mutually agreed to in writing by the Issuing Authority and the Licensee.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. Unless explicitly waived by the complainant, this shall include an initial response in writing to the complainant within ten (10) business days acknowledging receipt of the complaint and providing whatever status or resolution is known at that time.

(c) In the event that a Subscriber is aggrieved and seeks assistance from the Town, the CAC shall be responsible for receiving and acting upon such Subscriber complaints/inquiries, as follows:

(i) Upon receipt of a complaint from a Subscriber, the CAC (or one of its members) shall make a request to the Licensee for a response. The request to the Licensee shall be in writing unless the Licensee waives the requirement (either on an individual-complaint or on-going basis). Upon receipt of the request of the CAC, and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a response to the CAC with respect to the complaint. The response shall be in writing unless the CAC (or the member involved) waives the requirement (either on an individual-complaint or on-going basis).

(ii) Should a Subscriber have an unresolved complaint regarding System operations and notwithstanding any involvement by the CAC, the Subscriber shall be entitled to file his or her complaint directly with the Issuing Authority.

(d) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes involving Licensee's operations under the License.

Section 12.7---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.8---LOSS OF SERVICE-SIGNAL QUALITY.

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is

unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee, a sample of which shall be filed with the Boylston Police Department.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

- (a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.
- (b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.
- (c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11---PRIVACY WRITTEN NOTICE

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

Section 12.12---MONITORING

- (a) Unless otherwise required by law and/or court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.
- (b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as legally required and/or for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

- (a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.
- (b) The Licensee may disclose such information if the disclosure is:
 - (i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or
 - ii) made pursuant to law and/or a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed;
 - (iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if
 - (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and
 - (b) the disclosure does not reveal, directly or indirectly, the
 - (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or
 - (ii) the nature of the transaction made by the Subscriber over the Cable System.
- (c) The Licensee shall not disseminate subscriber personal information including name, address or phone number without the express written permission of the subscriber, except as may be required by law.

Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

- (a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.
- (b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

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

Section 12.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

**ARTICLE 13
REPORTS, AUDITS AND PERFORMANCE TESTS**

Section 13.1---GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

Section 13.2---FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Chief Financial Officer. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

The Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of the Renewal License, the Licensee shall provide, twice yearly the Issuing Authority with a report of telephone traffic, generated from an in-house automated call accounting or call tracking system which will objectively demonstrate in a quantified manner whether there has been compliance with said requirements.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit annually a completed copy of Cable Division Form 500B to the Issuing Authority, or its designee, no later than thirty (30) days after submission of the Form to the Division.

Section 13.6---SERVICE INTERRUPTION REPORT

The Licensee shall submit annually a completed copy of Cable Division Form 500C to the Issuing Authority, or its designee, no later than - thirty (30) days after submission of the Form to the Division-

Section 13.7---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 and 12.15(a) supra, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law. A verbal report may be substituted for the written by mutual agreement of the parties.

Section 13.8---PERFORMANCE TESTS

Licensee shall file with the Issuing Authority within thirty (30) days of filing with the FCC all system performance tests filed by law with the FCC.

Section 13.9---DUAL FILINGS

If requested, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra.

Section 13.10---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency.

**ARTICLE 14
EMPLOYMENT**

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 C.F.R. 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

**ARTICLE 15
MISCELLANEOUS PROVISIONS**

Section 15.1---ENTIRE AGREEMENT

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

Section 15.2---CAPTIONS

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

Section 15.3---SEPARABILITY

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

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

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

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;
- (iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of the Renewal License;
- (v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and
- (vi) Pursuant to Section 625{f} of the Cable Act, the performance of all terms and conditions in the Renewal License is believed to be commercially practicable.

Section 15.7---FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods;

washouts; droughts; civil disturbances; explosions; strikes; labor actions; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber at the time of initial sales presentation (with an acknowledgment by the Subscriber of receipt such offer being indicated by initialing the sales agreement), and maintain, an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

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

Section 15.11---NOTICES.

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Boylston, Town Offices Building 221 Main St. Boylston MA 01505, and one (1) copy to the CAC at the same address, or such other address(es) as the Issuing Authority or its designee may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in an Boylston newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(d) The Licensee shall identify all public hearings relating to the Cable System by frequently repeated announcements on a community bulletin board channel at least between the hours of seven (7:00) AM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(e) Subject to subsection (d) above, all required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

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

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

EXHIBIT 1:
Technical Description of the Cable System for the Town of Boylston

Charter Communications' cable system in the Town of Boylston at the Execution Date of this License is and, minimally, shall continue to be a hybrid fiber optic/coaxial (HFC), 78 channel network at 550 MHz for analog video services, with 550 to 750 MHz utilized for digital service. The system is 100% two-way and 100% equipped with standby power. Trunk and branch architecture is replaced, in this system, by node clusters limiting the impact of outages.

This system offers enhanced performance and reliability, more video channels and the capability of supporting advanced online and voice applications. The fiber optic cable is primarily Corning and electronics are primarily by Antec. With fiber optic deployment, trunk cascades have been substantially reduced, typically with 500 homes serviced by each optical receiver.

Standard drop lines are RG-56 quad or tri-shield cable, with non-standard installations effected with hardline feeder cable.

The Institutional Network is comprised of .875 and .625 coaxial cable and is of two-way, "high-split" design.

EXHIBIT 2:
Public/Municipal Locations on the Subscriber and Institutional Networks

Public School Buildings:

Tahanto Regional School	1001 Main Street
and athletic field	
Boylston Elementary	Sewall Street

Municipal Buildings/Locations:

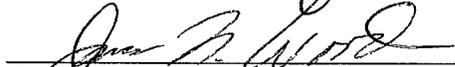
Town Hall	221 Main Street
Town House	599 Main Street
Library	695 Main Street
Fire Department	599 Main Street
Police	215 Main Street
and soccer field** across therefrom	
Highway Department	599 Main Street
Municipal Light Department	Paul X. Tivnan Road
Historical Society	Central Street
Pop Warner Football Field	at Rtes 70 and 140

** subject to provision at no cost to Licensee of exclusive conduit from police station to projected concession stand.

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Boylston, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Charter Communications.



Chairperson, Board of Selectmen



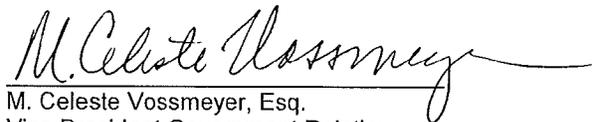
Member, Board of Selectmen



Member, Board of Selectmen

Date: 1/7/02

The Boylston Board of Selectmen, as Issuing Authority



M. Celeste Vossmeier, Esq.
Vice President Government Relations
For Charter Communications

Date: 1-16-02