CABLE TELEVISION LICENSE

Granted to Verizon New England, Inc.

December 5, 2016

Martin J. Walsh, Mayor
City of Boston

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AGREEMENT

This license agreement ("License" or "Agreement") entered into as of this 5th day of December, 2016, by and between Verizon New England, Inc., a corporation organized under the applicable laws of the State of New York ("Verizon" or "Licensee"), and Martin J. Walsh, Mayor of the City of Boston and Issuing Authority for the award of cable television licenses under Chapter 166A of the Massachusetts General Laws (M.G.L.):

WITNESSETH

WHEREAS, the Issuing Authority, pursuant to M.G.L. c 166A, as amended, wishes to grant Licensee a nonexclusive revocable License for the purpose of installing, operating and maintaining facilities and related equipment capable of delivering Cable Television Services within the City of Boston ("City" or "Issuing Authority");

WHEREAS, Licensee is in the process of upgrading its existing Telecommunications Facilities through the installation of a Fiber to the Premises Telecommunications Network ("FTTP Network") to be built throughout designated Service Area(s) in the City, subject to negotiated exceptions as set forth in this License, which transmits certain Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to Massachusetts Cable Law or Title VI of the federal Communications Act;

WHEREAS, the FTTP Network will occupy Public Rights-of-Way within the City, and Licensee desires to use portions of the FTTP Network, once installed, to provide Cable Services delivered over the FTTP Network;

WHEREAS, the parties intend this License to be limited to those FTTP Network facilities that constitute a Cable System under federal law, and those Cable Services which are subject to fees or regulation under Massachusetts Cable Law or Title VI;

WHEREAS, the parties do not intend for this License to confer any rights with respect to facilities that are not a Cable System or Non-Cable Services; or to supersede or alter pre-existing rights that Licensee may have with respect to non-Cable System facilities or Non-Cable Services under M.G.L. c. 166 or Title 47, Chapter 5, Subchapter II of the United States Code;

WHEREAS, on April 12, 2016, the Issuing Authority formally commenced a solicitations process for additional nonexclusive cable television licensees in the City pursuant to M.G.L. c. 166A and other applicable law;

WHEREAS, on May 16, 2016, Licensee provided an application on Massachusetts Department of Telecommunications and Cable ("Department" or "DTC") Form 100 for a license to operate and maintain a Cable System in Service Areas within the City ("Application");

WHEREAS, pursuant to 207 CMR 3.03(4) and other authority the City issued on June 2, 2016 an Issuing Authority Report ("IAR") responding to the Application, and Verizon submitted an amended application ("Amended Application") and a response to the IAR, with exhibits and attachments ("IAR Response"), all dated July 6, 2016;

WHEREAS, in August and December 2016, after duly published notice, the City of Boston conducted public hearings and found Licensee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the Issuing Authority and Licensee have reached agreement on the terms and conditions set forth herein for a Cable Television License and the parties have agreed to be bound by those terms and conditions;

WHEREAS, the Issuing Authority and Licensee jointly requested, and received approval of, a waiver of the requirement to reach agreement on a Provisional Cable Television License prior to agreement on a final License;

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

SECTION 1. DEFINITIONS

For the purpose of this 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.

Access Channel means any video Channel made available by Licensee to the City and/or its designee(s) without charge for non-commercial public, educational, or municipal ("PEM") access for the transmission of Video.

Affiliate means any Person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another Person.

Basic Cable Service means in accordance with applicable law, that Cable Service tier which includes all signals of the Boston Designated Market Area ("DMA") broadcast stations provided to any subscriber (except a signal secondarily transmitted by satellite carrier beyond the local service area of such station, regardless of how such signal is ultimately received by the Cable System); and any public, educational, and municipal access programming required by the License to be carried on the basic tier.

Cable Service shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6).

Cable System shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).

Channel shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

City or **City of Boston** means the municipal corporation organized under the laws of the Commonwealth of Massachusetts and its corporate territorial limits as they exist upon the execution of the License.

CMR means the Code of Massachusetts Regulations.

Communications Act: The federal Communications Act of 1934, as amended (47 U.S.C. § 101 et seq.), which includes the Cable Communications Policy Act of 1984, as amended (including as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996).

Control means the ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of corporate affairs.

Department or **DTC** means the Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapters 25C and 166A ("M.G.L. c. 25C" and "M.G.L. c. 166A"), and any predecessor or successor agency.

Drop means the fiber service wire or cable that connects a home or building to the Subscriber Network or Public Institutional Network.

Effective Date means the date on which the document is signed by the Licensee.

FCC means the Federal Communications Commission or any successor agency.

Force Majeure means an event or events reasonably beyond the ability of Licensee or the Issuing Authority to anticipate and control. With respect to the Licensee, Force Majeure includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection,

riots, act of public enemy, actions or inactions of any government instrumentality or utility (including, but not limited to, other authorized users of the Public Rights-of-Way which may collocate their facilities with those of Licensee; provided, however, that the foregoing shall only be deemed an event of Force Majeure pursuant to this Section to the extent Licensee has diligently exercised its access rights in accordance with applicable rules and regulations), including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by unavailability of materials to perform the work necessary not attributable to Licensee's own materials allocation decisions.

Franchise Fee means the same as **License Fee**.

FTTP Network means the network described in the recitals to this Agreement.

Gross Revenue: All revenue as determined in accordance with generally accepted accounting principles, which is derived by the Licensee from the operation of the Cable System to provide Cable Service in the Service Area.

Gross Revenue includes, without limitation:

(a) all revenue derived from Subscribers in the Service Area for the provision of Cable Services, including, without limitation (i) Basic Service, premium Cable Service, pay-per-view Cable Service, and video-on-demand Cable Service; (ii) installation, disconnection or reconnection of Cable Service; (iii) the provision of converters, remote controls, digital video recorders ("DVRs"), additional outlets and/or other Cable Service related Subscriber premises equipment; and (iv) late or delinquent charge fees;

(b) revenues from the sale or lease of access channel(s) or channel capacity on the Cable System in the Service Area, including but not limited to leased access revenues pursuant to 47 U.S.C. § 532;

(c) revenue derived from the promotion or exhibition or sales of any products or services on the Cable System in the Service Area), such as "home shopping" or a similar channel; and

(d) revenue derived from the sale of advertising on the Cable System in the Service Area. For the avoidance of doubt, Gross Revenue shall include the amount of Licensee's gross advertising revenue (*i.e.,* without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles as reflected on the Licensee's books and records.

Gross Revenue shall not include:

(a) revenue received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System;

(b) bad debts written off by Licensee in the normal course of its business and in accordance with generally accepted accounting principles (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected);

(c) any revenue foregone as a result of (i) refunds, rebates or discounts made to Subscribers or other third parties; or (ii) the Licensee's provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions or other institutions designated in the License (provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barters, services or other items of value shall be included in Gross Revenue);

(d) any revenue which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System (provided, however, that portion of such

revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue);

(e) any revenue from the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect License Fees from purchaser's customer;

(f) any tax of general applicability imposed upon Licensee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable license fees);

(g) any revenue from the sale of capital assets or surplus equipment;

(h) program launch fees, i.e., reimbursement by programmers to Licensee of marketing costs incurred by Licensee for the introduction of new programming; and,

(i) any revenue derived from Non-Cable Services.

If (i) Cable Services are provided to Subscribers in conjunction with Non-Cable Services (collectively, "bundled services"), and (ii) the Licensee provides a discount to Subscribers who receive bundled services, then the calculation of Gross Revenues shall be adjusted to include only the value of Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with applicable rules, regulations, standards or orders, provided that the value of Cable Services billed to Subscribers shall in no event be less than the pro rata share of Cable Services in relation to all bundled services. As used herein, "pro rata share" shall be based on the retail price charged by the Licensee to its Subscribers for each service on a standalone basis. Notwithstanding the foregoing, if the Licensee bundles Cable Services with Non-Cable Services, the Licensee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading Franchise Fee payments under this License.

Information Services shall be defined herein as it is defined under the Communications Act, 47 U.S.C. § 153(24).

Issuing Authority is, as defined by M.G.L. c 166A, the Mayor of the City of Boston.

License Fee means the payments to be made pursuant to Sections 8 and 10.

Licensee means Verizon New England, Inc. or any corporate successor in accordance with the terms and conditions of this License.

Monitoring means observing a cable communications signal, or the absence of same, where the observer is not the Subscriber whose signal is being observed, whether the signal is observed by visual, aural or other electronic means.

Massachusetts Cable Law shall mean Chapter 166A of the General Laws of the Commonwealth of Massachusetts and regulations applicable to Cable Licensees, Cable Systems and/or Cable Services lawfully issued by the Department, including those at 207 CMR §§ 1.00 et seq.

Multiple Dwelling Units or **MDU** shall mean residential properties including three (3) or more contiguous (whether vertically or horizontally integrated) individual residential living units in a single building structure.

Municipal Access Channel or **Municipal Access** means the right or ability of the City, the Issuing Authority or his designee to use designated facilities, equipment or channels of the Cable Television System for municipal access within the meaning of 47 U.S.C. § 522 (16)(A).

Municipal Use means any City-provided service that is provided pursuant to applicable law or regulation.

Non-Cable Services shall mean any service provided by Licensee that does not constitute the provision of Cable Services, including, but not limited to, Information Services and Telecommunications Services.

Normal Business Hours shall mean those hours during which Licensee's retail locations in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

Normal Operating Conditions shall mean those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

Outlet means an interior receptacle that connects a television set to the Cable Television System.

PEM Access Designee shall mean any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEM Access Channel programming for the Issuing Authority, including but not limited to any Access Corporation.

Person means any individual, firm, corporation, joint venture, partnership, association, or any other legally recognized entity.

Produce, for the purpose of community video programming in Sections 6.9 and 6.10, means to individually, or by means of contract with another, compose, create, or bring out by intellectual or physical effort.

Public Access Channel shall mean an Access Channel provided to the City pursuant to the terms and conditions of this License for PEM programming and available for the use by the residents in the City and managed by the Issuing Authority and/or its Public Access Designee(s).

Public, Educational and Municipal Access Programming or **PEM** means non-commercial programming produced or sponsored by any Boston resident, organization, school and government entity and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. § 531 and supported by any License.

Public Building means any building (1) which as of the Effective Date of this Agreement is eligible for a connection to the Cable System in a Service Area without charge as a result of a City designation and (2) buildings owned or leased by the Issuing Authority for government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed or (3) any building listed on Exhibit 3 hereto.

Public Housing Community means all housing developments owned or managed by the Boston Housing Authority as state or federally funded public housing developments, including all developments in which the Boston Housing Authority has any land interest or that contain state or federally funded public housing units, at the Effective Date and at any time in the future. The parties agree that all of the foregoing defined Public Housing Communities that currently exist in the City are described in Exhibit 3 hereto.

Public Institutional Network or **PIN** or **Network** means the six (6) fiber bi-directional network as more particularly described in Section 6.11 and Exhibit 2 of this License.

Public Rights-of-Way means the surface of and the space above and below any and all public ways and places in the City of Boston, including without limitation all public streets, ways, lanes, alleys, parkways, bridges, tunnels, freeways or highways, sidewalks, courts, including public utility easements and public lands and waterways used as Public Rights-of-Way, and all property with respect to which the City has, or hereafter acquires, an easement or right-of-way.

Public Works Department or **Public Works** means the Public Works Department of the City of Boston.

Residential Household means an individual, noncommercial occupied dwelling or residence or an individual occupied unit within a Public Housing Community, residence, apartment, condominium, cooperative building, Multiple Dwelling Unit or other residential structure.

Service Area or **Service Areas** mean the portion or portions or the entirety of the City where Cable Service is being offered pursuant to the License, or subsequent amendment thereto, with the initial Service Area being described in Exhibit 1 hereto.

Service Date means the date on which Licensee first provides Cable Service on a commercial basis to multiple subscribers in the City, which is memorialized by notifying City in writing of same following execution of the License.

Signal means any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.

Service Interruption has the same meaning as that found in Part 76 of Title 47 C.F.R.

Standard Installation means those installations that are within one hundred and twenty-five feet (125') aerial and one hundred twenty-five feet (125') underground of the Cable System, as defined with more specificity in Section 3.1.

State or **Commonwealth** means the Commonwealth of Massachusetts.

Subscriber means a Person who lawfully receives Cable Service from Licensee in the City.

Subscriber Network means the bi-directional Cable System to be operated by Licensee and designed for the delivery of video and other services to residential and non-residential Subscribers.

Telecommunications Facilities means Licensee's Telecommunications Services and Information Services facilities, including the FTTP Network.

Telecommunication Services shall be defined herein as it is defined in the Communications Act, 47 U.S.C. § 153(53).

Title II means Title II of the Communications Act, Common Carriers.

Title VI means Title VI of the Communications Act, Cable Communications.

Transfer shall mean any transaction in which:

(a) an ownership or other interest in Licensee is transferred or assigned, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

(b) the License or rights held by Licensee under the License are transferred or assigned to another Person or group of Persons.

User means any Person other than Licensee who utilizes the Cable Television System, studio or channel facilities, with or without charge.

Video Programming or **Programming** shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

Video Service Provider or **VSP** means any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the City, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used.

SECTION 2. GRANT OF LICENSE

Section 2.1 Grant of License

(a) Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to operate and maintain a Cable System within the City, for the purpose of providing Cable Service. Reference herein to "Public Rights-of-Way" shall not be construed to be a representation or guarantee by the City 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 City greater than those already possessed by the City or which is inconsistent with the purposes for which it was taken, purchased and/or dedicated. This License grants no authority for the Licensee to use the Public Rights-of-Way within the City for any other purpose unless otherwise provided herein. However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for City authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way, which the Licensee has upgraded under its Title II authority, is subject to M.G.L. c. 166. The Licensee shall adhere to all applicable City ordinances and lawful regulations of the City regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to

public safety and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such a City ordinance or regulation. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this License.

(b) Jurisdiction and venue over any dispute, action or suit shall be in any court or agency of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this Agreement subject themselves to the personal jurisdiction of said court or agency for the entry of any such judgment and for the resolution of any dispute, action, or suit.

Section 2.2 <u>Licensee's Telecommunications Facilities, Non-Cable Services and Reserved Authority</u>

The parties recognize that the Licensee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the City over such Telecommunications Facilities is restricted by federal and State law, and the City does not assert jurisdiction over the Licensee's FTTP Network in contravention of those limitations. Therefore, the Issuing Authority's regulatory authority under Title VI and applicable State law is not applicable to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services, provided, however, that the Issuing Authority retains regulatory authority under Title VI and applicable state law with respect to the delivery of Cable Services over the Cable System.

Section 2.3 Term of License

Subject to the provisions of Section 2.4, the term of the License shall commence upon its execution by the Issuing Authority and Licensee defined herein as the Effective Date, and shall continue for a period of ten (10) years, unless sooner terminated.

Section 2.4 Termination Generally

Notwithstanding any provision herein to the contrary, Licensee may terminate this License and all obligations hereunder at any time during the term of this License for any reason, in Licensee's sole discretion, upon twenty-four (24) months' written notice to the Issuing Authority during the first five (5) years of the License and upon eighteen (18) months' written notice to the Issuing Authority during the second five (5) years of the License. In the event the Licensee terminates this License during its term, Sections 6.11 and 6.12 hereof and the Licensee's obligations under those provisions shall survive such termination and shall continue in full force and effect until the end of the original ten (10) year term of the License.

Section 2.5 Modification/Termination Based on VSP Requirements

If the Issuing Authority, after the Effective Date hereof, enters into any franchise, agreement, license, or grants any other authorization to another VSP to provide Video Programming to residents of the City in the Service Area using the Public Rights-of-Way and which is competitive with the Cable Services offered by Licensee over its Cable System, the Issuing Authority agrees that, notwithstanding any other provision of law or this Agreement, upon Licensee's written notice, Licensee and the Issuing Authority shall, within thirty (30) days of the Issuing Authority's receipt of such notice, commence negotiations to modify this Agreement to ensure competitive equity between Licensee and other VSPs, taking into account all conditions under which other VSPs are permitted to provide Video Programming to customers in the City. If, after good faith negotiations, the parties cannot reach agreement on the

above-referenced modifications to the Agreement, then, at Licensee's option, the parties shall submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

Section 2.6 Non-Exclusivity of Grant

This License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy the Public Rights-of-Way for the installation, operation or maintenance of a cable television system within the City; or the right of the Issuing Authority or the City to permit the use of the public ways and places of the City for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses and the City's right to permit such issues.

Section 2.7 Police and Regulatory Powers Reserved

Nothing in this License shall be construed to prohibit the reasonable, necessary, and lawful exercise of the City's police powers, including the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. Licensee shall comply with all lawful and applicable laws and ordinances of general applicability enacted by the City pursuant to any such power; provided, however, that should a conflict occur between the terms of this License and any present or future lawful exercise of the City's police and regulatory powers, Licensee reserves its legal rights relative to legal review in a court of appropriate jurisdiction.

Section 2.8 No Waiver

(a) The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse

Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

(b) The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

Section 2.9 FTTP Network Status

In the event of a lawful termination or non-renewal of the License, the legal status of the FTTP Network in the Public Rights-of-Way will revert to whatever status it has as a system providing only Non-Cable Services. In implementation of the intent of the preceding sentence, if and so long as the Licensee shall have separate lawful authority to maintain facilities providing services of the type being carried over the FTTP Network in the City's Public Rights-of-Way, the Licensee shall not be required to remove or relocate the FTTP Network or any portion thereof as a result of License revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Service.

SECTION 3. INSTALLATION

Section 3.1 Provision of Cable Service

(a) Service Area: Licensee shall offer Cable Service over its Cable System to all Residential Households in the Service Area at a pace of not less than ten percent (10%) of the deployment in the Service Area each year and shall offer Cable Service over its Cable System to all occupied Residential Households in the Service Area within six (6) years of the Effective Date of this License, except: (A) for periods of Force Majeure; (B) due to an inability to obtain necessary access to public or private rights-of-way; (C) in Multiple Dwelling Units,

developments, or buildings that are subject to express or claimed exclusive marketing, bulk arrangements, or similar arrangements with other providers; (D) in areas, developments, buildings or other residential dwelling units where Licensee cannot gain access to provide Cable Service over Licensee's existing copper pathways, whether on public or private rights-of-way, or under reasonable terms and conditions, after good faith negotiations, as determined solely by Licensee, including with respect to buildings that Licensee intends to utilize or cross-over in order to install its fiber cables or other facilities or equipment in order to reach another building; (E) in Multiple Dwelling Units or other Residential Households where Licensee is unable to provide Cable Service due to significant technical impediments; (F) in situations where in order to provide Cable Service Licensee would have to construct new feeder or distribution lines which are not overlaid directly upon Licensee's existing copper facilities; and (G) in instances where the provision of Cable Service to a requesting Residential Household would be "Commercially Impracticable" in accordance with the definition set forth in Section 3.1(b) below.

(b) The term "Commercially Impracticable" as used herein shall mean that the installation of Cable Service over its Cable System to a requesting Residential Household (whether imposed or otherwise caused by the requesting Residential Household or by any adjacent property over which Licensee's copper facilities currently traverse and which must be accessed in order to provide Cable Service to that requesting Residential Household) would require: i) with respect to Residential Households that are <u>not</u> MDUs, a financial investment by Licensee in excess of eight hundred dollars ($800.00), where such investment involves the cost to extend Licensee's network facilities from Licensee's closest currently assigned feeder or distribution lines (based on Licensee's existing network routes) serving such requesting Residential Household directly to the requesting Residential Household; or ii) with respect to

MDUs, a financial investment by Licensee in excess of one thousand two hundred and forty dollars ($1,240.00), where such investment involves the cost to extend Licensee's network facilities from Licensee's closest currently assigned feeder or distribution lines (based on Licensee's existing network routes) serving such requesting MDU directly to the requesting MDU, and including the cost to install necessary facilities within such requesting MDU buildings. In the event that Licensee defers Cable Service availability to any Residential Household due to this Commercially Impracticable exception, and there is a continued demonstrated desire by the residents or occupants of the Residential Household to obtain Cable Service on Licensee's generally available commercial retail terms and conditions, Licensee may conduct periodic reevaluations of each such Residential Household in order to determine whether circumstances have changed in a manner that would enable Licensee to provide Cable Service on commercially practicable terms. Moreover, in the event that Licensee receives a subsequent request for service from one or more Residential Households, either singly or jointly with nearby adjacent properties, including one or more Resident Households within an MDU, deferred pursuant to this Section at any time following the date which is thirty (30) months from the date on which Licensee originally deferred such individual or jointly requesting Residential Household(s), Licensee agrees that it shall conduct, at least one time, the foregoing periodic reevaluation with respect to such Residential Household(s). Such periodic reviews shall be documented and maintained by Licensee. The Commercially Impracticable exception does not apply to Residential Households in Public Housing Communities.

(c) ***Availability of Cable Service***: Licensee shall make Cable Service over its Cable System available to all Residential Households within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the

availability of Cable Service. In the areas in which Licensee provides Cable Service, the Licensee shall be required to connect, at Licensee's sole expense, all Residential Households that are within one hundred twenty five (125) feet of feeder or distribution lines. Where a residential connection exceeds such lengths, the Licensee shall be allowed to recover from such Subscriber that seeks service a contribution that shall not exceed the actual cost of connection attributable to the distance in excess of the costs associated with the one hundred and twenty five (125) feet length standard installation distance specified above; provided, however, that the preceding right to recover costs shall not apply to Public Housing Communities.

(d) ***Service Area Additions***: Following the Effective Date, Licensee may propose to add one or more geographic areas within the City to the Service Area pursuant to the provisions of 207 CMR 3.07. Unless mutually agreed upon by written instrument executed by the Parties, any amendment made pursuant to this section shall be limited exclusively to the identification of the additional geographic area or areas to be added to the Service Area and shall not materially amend any other substantive provisions of the License. Neither party may condition its consent to a Service Area addition on the amendment of any other substantive provision of the License or any other consideration. Any geographic area of the City not expressly designated as being within the Service Area shall not be subject to the License unless and until the License has been formally amended to incorporate the area into the Service Area. Exhibit 1 of this License shall be amended as necessary to include the addition of geographic areas to the Service Area and all areas identified as being within the Service Area shall be subject to the terms of this License.

(e) ***Availability of Cable Service to Businesses***: The Licensee may make Cable Service over its Cable System available to businesses.

(f) ***Cable Service to Public Buildings***: Licensee shall provide a cable drop, an Outlet and Basic Service at no cost to Public Buildings in the City, if requested by the City pursuant to written notice to Licensee, including any Public Buildings identified by the City subsequent to the Effective Date of this License, as provided in Section 7.1 hereof.

(g) As additional geographic areas are added to the Service Area as provided in Section 3.1(d), above, the City may identify in writing to the Licensee Public Buildings in those new areas at which Licensee shall provide a cable drop, an Outlet and Basic Service at no cost to the City. The Licensee shall coordinate with the City to determine a reasonable location for each Outlet and with the City's assistance work with representatives for each of the buildings receiving service pursuant to this Section 3.1(g).

(h) Licensee shall make Cable Service available to all Public Housing Communities, including public housing authorities owned or managed by the Boston Housing Authority and by third parties on behalf of the Boston Housing Authority in each Service Area and shall, subject to negotiating necessary access arrangements, offer each Public Housing Community a method for delivery of Cable Service to Residential Households within such Public Housing Communities at no cost to the applicable Public Housing Community or its manager(s), except in cases where: (i) the Public Housing Community or its manager(s) request installation methods that deviate from Verizon's proposed method of installation (as compared against Verizon's standard installation methods for MDUs); (ii) a Section 3.1(a) exception applies; or (iii) where exceptional circumstances exist such as the presence of hazardous materials. Licensee shall negotiate any access arrangements in good faith with the Authority/community managers in a manner that remains consistent with the duty to provide cable services to Public Housing Communities. Furthermore, no such access arrangements or contracts shall require the Authority or community

managers to take on administrative duties ordinarily handled by cable operators such as Licensee or to agree to any sort of exclusivity provisions that would limit the ability of residents to purchase services or select a provider on a competitive basis.

Section 3.2 New Construction

Upon timely notice, following execution of the License, Licensee shall use reasonable efforts to make Cable Service available to residential buildings that are either under construction or planned to be constructed so long as it is practical from a business standpoint for which Licensee reserves the right to make such decision.

Section 3.3 Safety Standards

Following issuance of the License, Licensee shall, install, operate, and maintain the Cable System in conformance with applicable statutes, rules and regulations of the Department and the FCC.

Section 3.4 Right to Verification

The Issuing Authority shall have the right to request verification of Licensee's deployment of Cable Service in the Service Area and the operational status of video service offices and video hub offices in accordance with the deployment requirements set forth in this License. Licensee shall fully cooperate in such verification requests; provided, however, that such verification requests are reasonably necessary to ensure compliance with the License, do not interfere with the operation or the performance of the facilities of the System or Cable Services provided thereon, and that seek a response that is given following reasonable written notice to the Licensee from the Issuing Authority. Any verification requests made by the City shall be without charge to the Issuing Authority. Verification procedures shall be mutually agreed upon by the parties and may include, by way of example, remote testing to affirm the delivery of active Cable Service within the Service Area.

SECTION 4. MAINTENANCE

Section 4.1 System Log

Following issuance of the License, Licensee shall maintain an annual log showing the date, approximate time and duration, type and probable cause of all Cable System outages, whole or partial, due to causes other than routine testing or maintenance consistent with Form 500 of the Department or similar successor form. The entries in such log shall be retained by Licensee for one (1) year and shall be subject to inspection by the Issuing Authority or his designee during Licensee's regular business hours upon thirty (30) days written notice from the Issuing Authority.

SECTION 5. SYSTEM DESIGN AND CONFIGURATION

Section 5.1 Subscriber Network

(a) Licensee shall maintain the Cable System with a minimum digital passband capacity of between 50-860 MHz.

(b) The Cable System shall be operated to be an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service.

(c) The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

(d) The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the Massachusetts State Building Code, and the rules and regulations of the Department and the FCC.

Section 5.2 Standby Power

Licensee shall provide emergency power sources in its video service offices and video hub offices, and other locations necessary for the delivery of Cable Service through the Cable System (exclusive of facilities located on the premises of a Residential Household), in order to allow the Cable System to continue operation and Cable Services to be provided for a minimum of four (4) hours in the event of a local or widespread power outage affecting any portion of the Service Area. This obligation applies only to equipment located outside of the customer premises.

Section 5.3 Emergency Alert

Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state EAS plans in order that emergency messages may be distributed over the Cable System.

Section 5.4 Video Return Locations

(a) In addition to interconnecting with the City's PEM video programming channels, pursuant to Section 6.9 below, Licensee shall provide feeds (one pair of single mode dark fiber or such other method as may be agreed upon by the parties) needed for the live and/or taped video transmission from the following locations within three (3) months after effective date of the License: (1) Bolling Building, 2300 Washington Street, Roxbury; and (2) Boston City Council Chamber Masters Control, City Hall, Boston.

(b) Licensee shall install and activate fiber video return lines from the locations in Section 5.4(a) above within three (3) months after issuance of the License: at no cost to the City, and needed for the live and/or taped video transmission.

(i) The System shall be designed so as to permit the automated switching from the designated video return locations to the Subscriber Network and be governed by the Service Level Agreement as described in 6.11(f).

(c) Licensee shall provide one hundred and fifty thousand dollars ($150,000) for a Network Fund to permit the City to purchase equipment and services for the video return locations which would be used to provide Cable-related services to Boston Public Schools, libraries and other Public Buildings through the Cable Television System.

(i) The $150,000 dollar payment shall be made within three (3) months of the Effective Date of the License.

(ii) Licensee agrees not to count these payments as Franchise Fees as defined in Section 8.

Section 5.5 Parental Control Capability

The Licensee shall comply with all applicable requirements of federal law governing Subscribers' capability to control the reception of any channels being received on their television sets.

Section 5.6 Technical Performance

The technical performance of the Cable System shall meet the applicable technical standards promulgated by the FCC, including at 47 CFR § 76.601 *et seq.* The Issuing Authority shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

SECTION 6. SERVICE AND PROGRAMMING

Section 6.1 Service and Programming

Subject to Section 3.1, Licensee shall offer installation of Cable Service to Residential Households located in the City of Boston with Service within seven (7) business days on average

after request therefor, measured on a quarterly basis. Licensee shall in no case accept payments for the installation of Cable Service until such time as a qualified representative of Licensee has determined and verified that Cable Service can be supplied, and that the Licensee is not legally prevented from doing so by factors outside of the Licensee's control, as set forth more fully in Section 3.1 hereof.

Section 6.2 Basic Service

The Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. § 534, which shall include all PEM Access channels. As of the Effective Date of the License, the Licensee shall designate the numerical locations for the five (5) PEM Access channels, provided pursuant to Section 6.9, not later than one (1) month after the Effective Date. The Licensee shall attempt to minimize the number of PEM Access channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEM Access channels, without advance notice and shall provide the Issuing Authority with sixty (60) days written notice of any planned change.

Section 6.3 PEM Operational Rules

The Issuing Authority or its designee shall require all local producers and users of any of the PEM facilities or PEM Channels to agree in writing to authorize the Licensee to transmit programming consistent with this License. The Issuing Authority or its designee shall establish rules and regulations for use of PEM facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

Section 6.4 Non-Commercial Programming

The Issuing Authority and/or PEM Access Designee shall not use the PEM Access Channels to provide for-profit commercial programming. Nothing in this Section 6.4 shall prohibit the Issuing Authority and/or PEM Access Designee from having memberships,

sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

Section 6.5 No PEM Access Designee Rights

The Issuing Authority and the Licensee herein acknowledge and agree that any PEM Access Designee is not a party to this License and that any provisions herein that may affect a PEM Access Designee are not intended to create any rights on behalf of any PEM Access Designee.

Section 6.6 Programming

Pursuant to federal law, all Video Programming decisions, excluding PEM Access Programming, are at the sole discretion of the Licensee.

Section 6.7 Notice

Licensee shall comply with all applicable FCC rules and regulations, as well as all Department rules and regulations, regarding notice of programming changes.

Section 6.8 Program Guide

Licensee shall make an electronic program guide available on the Cable System to all Subscribers.

Section 6.9 PEM Access Channels

(a) Following issuance of the License, use of channel capacity for PEM access shall be provided in accordance with federal law, 47 U.S.C. § 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEM use. A PEM access user – whether an individual, educational or municipal user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise

editorial control over any PEM use of channel capacity, except Licensee may refuse to transmit any Public Access program or portion of a Public Access program that contains obscenity, indecency, or nudity pursuant to the Communications Act at 47 U.S.C. § 531. The Issuing Authority or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for PEM Access Channel use which shall insure that PEM access channel(s) and PEM Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee will interconnect with the City PEM network at Licensee's own reasonable expense, on mutually agreeable terms developed after a site visit. Interconnection shall be secured at 43 Hawkins Street, Floor 1B, Boston, MA.

(c) Licensee shall designate capacity on no more than a total of five (5) channel(s) for PEM access and local origination to be used for Public Access video programming provided by the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or designated educational institution, municipal access video programming provided by the Issuing Authority and/or local origination. Licensee shall provide capacity sufficient to support high definition transmission for at least two (2) channels. A PEM Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

(d) Licensee agrees not to count interconnection costs as Franchise Fees as defined in Section 8.

Section 6.10 <u>Community Programming Support</u>

(a) In lieu of providing community programming services, Licensee is obligated to make a contribution of no less than forty-eight thousand dollars ($48,000) per annum.

(b) Licensee agrees not to count these payments as Franchise Fees as defined in Section 8.

Section 6.11 Public Institutional Network

The Licensee shall make available a Public Institutional Network ("PIN") in the Service Area(s) as more fully described in Exhibit 2 and as described below. If Licensee completes a buildout of the entire City as a Service Area, that PIN shall consist of up to one hundred twenty-seven (127) buildings designated by the City. With respect to the initial Service Area in this License, the Licensee shall construct the PIN to connect not more than forty-three (43) buildings included on Exhibit 2 mutually agreed upon by the Issuing Authority and the Licensee, a figure approximately commensurate with, if somewhat higher than, the percentage of geographic area of the City covered by the Service Area of this License in relation to the entire City. To the extent that additional Service Areas are added in the future, the City shall have the right to designate additional buildings, while remaining within the above one hundred twenty-seven (127) building cap, that are approximately proportional to the additional Service Areas added via such future amendments. Each installation of the PIN shall consist of six (6) or more strands of dark fiber. The City shall not have the right to use the PIN for any commercial activity, unless such activity is a municipal use. Immediately following the Effective Date, the Licensee and Issuing Authority shall agree to a schedule for developing mutually agreed upon specifications for the architecture, design and construction of the PIN in the Service Area, with a similar schedule to be established immediately following the Effective Date for additional Service Areas. Such schedule shall be finalized within one hundred fifty (150) days after the Effective Date and provide for completion of construction to all identified buildings on Exhibit 2 within not more than thirty-six (36) months after the Effective Date, with completed buildings to be brought on line as soon as is practicable following completion of construction. More specifically, the parties agree that, pursuant to the PIN construction schedule with respect to the buildings identified on Exhibit 2, Licensee shall incrementally complete construction to not less

than twenty percent (20%) of those PIN buildings within twelve (12) months from the Effective Date, fifty percent (50%) of those PIN buildings within twenty-four (24) months from the Effective Date, and one-hundred percent (100%) of those PIN buildings within thirty-six (36) months from the Effective Date. The Licensee will be solely responsible for the maintenance and construction of the six (6) strands in the PIN. The Issuing Authority shall provide the Licensee access to the demarcation point to each building on the PIN.

Except as set forth in Section 6.11(b), the PIN, shall be built and maintained at no cost to the City. The term "at no cost to the City" includes the representation by Licensee that it will not seek an offset against Franchise Fees for the value of the use of the PIN.

(a) Except as provided below, the Licensee shall retain ownership of the PIN.

(b) The City and/or its designated PIN users shall be solely responsible for any and all user inter-face equipment including but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment. The City retains ownership in all City-purchased equipment.

(c) Licensee shall maintain the PIN as prescribed in applicable FCC rules and regulations. PIN maintenance shall include end-to-end connectivity to the demarcation point and each location.

(d) The City may connect end user devices to the PIN provided the City and its designated users shall be responsible that said devices meet or exceed the PIN nominal optical cable attenuation (cable loss) to ensure adequate signal at the opposing end. Should the City install equipment on the PIN that does not meet the nominal optical link attenuation (optical cable loss) or other factors that by the City's design prevents the PIN from functioning properly, the City shall be responsible for removing said equipment and for reimbursing Licensee for

Licensee's incremental personnel and materials costs to repair any problems that may have resulted from the City's installation and/or operation of said equipment. Upon reasonable request by Licensee, the City shall provide Licensee with testing results and other supporting documentation sufficient to demonstrate the performance of any equipment installed on the PIN by the City.

(e) The City shall designate an experienced communications professional (e.g. MIS/LAN manager, network engineer, consultant, etc.) at its sole expense. This person shall be responsible and accountable to the City for all setup and ongoing operations for services transmitted over the PIN.

(f) In the event of a major failure or catastrophic incident (natural or manmade) the Licensee shall comply with the Service Level Agreement (SLA) to be negotiated between the Issuing Authority and the Licensee within one hundred and fifty (150) days after the Effective Date to address and repair those links utilized by the City's Public Safety entities as soon as reasonably possible.

Section 6.12 <u>PIN Drop Fund</u>

(a) Commencing not sooner than four (4) months from the Effective Date and upon not less than sixty (60) days written notice from the Issuing Authority to Licensee, Licensee shall create a one-time ten thousand dollar ($10,000.00) construction fund account on which the Issuing Authority may draw down for the purpose of extending or replacing fiber that is being used in the City's PIN as further described in Section 6.11.

(b) Nothing herein prevents the Issuing Authority and Licensee from agreeing to expand the PIN by more than the amount listed above, upon Issuing Authority and Licensee reaching mutually agreeable terms and conditions.

(c) Licensee agrees not to count these payments as Franchise Fees as defined in Section 8.

Section 6.13 Non-Exclusivity of Remedy

No decision by the Issuing Authority or the City or the Licensee to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy unless such relief is specifically excluded in this License.

SECTION 7. RATES AND CHARGES

Section 7.1 Free Connections to the Basic Service

(a) As required by M.G.L. c. 166A, Licensee shall provide free of service or construction-related charges, upon request following issuance of the License, one (1) standard installation and connection to the Cable System and the Basic Service to all Public Buildings and specifically including any new schools, libraries and municipal buildings which are in place or hereafter established within each Service Area. The Licensee shall coordinate with the City to determine a reasonable location for each Outlet, and with the City's assistance, work with representatives for each of the buildings receiving service. Licensee shall complete installation of said connections within ninety (90) days after receipt of a written request therefor, subject to applicable Public Works Department regulations. A current list of Public Buildings in the Service Area is attached as Exhibit 3.

(b) The distribution of the transmissions internally within each Public Building shall be solely the responsibility of the Public Building provided with such free installation. Each Public Building shall assume responsibility for the compatibility of its internal wiring and equipment with the wiring and equipment of the Cable System.

Section 7.2 Location of Connection

Licensee upon request shall discuss the location of each connection with the Director of the Mayor's Office of Broadband and Cable of the Boston Dept. of Innovation and Technology of each of the institutions set forth in Exhibit 3 hereto.

Section 7.3 Custom Installation

Licensee may charge for custom installations requested by the Public or Educational Access Users or the Issuing Authority on behalf of any Public Building referenced in Exhibit 3 above if the premises could be serviced by a standard aerial connection, provided that an appropriate official at the premises is advised of such cost in writing prior to the commencement of such installation.

Section 7.4 Publication of Rates

In accordance with applicable law, all rates for Subscriber services shall be made readily available upon request to Subscribers and potential Subscribers. A written schedule of all rates shall be available upon request during business hours at Licensee's business offices and on Licensee's website.

Section 7.5 Credit for Service Interruption

In the event that Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, Licensee shall grant expeditiously such Subscriber an automatic pro-rata credit without the necessity of a subscriber request for such credit. This Section shall apply only where the amount of said credit or rebate exceeds one dollar ($1).

SECTION 8. LICENSE FEE

Section 8.1 License Fee Entitlement

(a) Upon issuance of the License and subject to Section 8.2 infra, the City of Boston shall be entitled to receive from Licensee a License fee equal to five percent (5%) of Licensee's

Gross Revenue less the value of any fees paid to the Department pursuant to M.G.L. c. 166A § 9. Said payments shall continue to be paid on a quarterly basis. The Issuing Authority shall designate the payee or payees for such License Fee payment(s).

(b) If the Department ceases to be entitled to payments for any reason, the Licensee shall contribute the value of such payments to the City.

Section 8.2 Payment

(a) Licensee shall tender the fees described in Sections 6.10, 8.1, and 10.1 for the three (3) month period within 90 days of the ending quarter within which the License is issued.

(b) In consideration of the term of this License, Licensee agrees to make payments in accordance with the schedule above for the full term of the License within 90 days of the end of the previous calendar quarter.

Section 8.3 Limitation on Actions:

The parties agree that the period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by Licensee is due.

Section 8.4 Late Payments

In the event that the fees herein required are not tendered within fifteen (15) days after the dates fixed in Section 8.2 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the prime rate or rates of interest at the Bank of America or successor.

Section 8.5 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 the City may have for additional sums including interest payable under this Section 8.4.

Section 8.6 Audit

(a) The Issuing Authority may conduct an audit related to the License Fee payments required under this Agreement no more than once every three (3) years during the Term, subject to the following proviso. Any regular three year audit shall be initiated through written notice to Licensee by the Issuing Authority, and the Issuing Authority or auditor employed by the Issuing Authority shall submit its complete request for records within one (1) month of the Issuing Authority providing written notice of an audit. Subject to the confidentiality provisions of Section 11.17, and execution of a non-disclosure agreement with an auditor directly employed by the Issuing Authority, all records necessary for an audit shall be made available by Licensee to the Issuing Authority or its auditor for inspection at an office of Licensee.

(b) Any such audit conducted by the Issuing Authority or auditor employed by the Issuing Authority shall be completed in an expeditious and timely manner. Upon completion of the audit, the Issuing Authority shall provide Licensee with written documentation of closure of the audit and the results thereof.

(c) If the results of an audit indicate an overpayment or underpayment of License Fees, as indicated in a report to be provided by the auditor to Licensee, the parties agree that such overpayment or underpayment shall be returned to the proper party within sixty (60) days of written notice.

(d) All audits must be conducted by an independent third party that is a Certified Public Accountant and who shall not be permitted to be compensated on a success based formula, e.g., payment based on an underpayment of fees, if any.

(e) The Issuing Authority may request an audit more frequently than three years only on good cause, defined as a good faith belief that License payments are materially inaccurate.

Section 8.7 **Taxes**

Any Payments made by Licensee to the City pursuant to Sections 5.4 (Video Return), 6.12 (PIN Drop), 10.1 (PEM) of the License shall not be considered in the nature of a tax, but shall be in addition to any and all taxes which are now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts, the City of Boston, or the United States.

SECTION 9. INSURANCE, BONDS AND INDEMNIFICATION

Section 9.1 **General**

(a) Prior to the Effective Date of the License, Licensee shall obtain, and shall file with the City, certificates of insurance as evidence of the following insurance policies and bonds in forms to be approved by the City Corporation Counsel:

(i) A Commercial general liability policy naming the City, its officers, elected officials, boards, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the installation, maintenance, or operation of the System or alleged to have been so occasioned, with a minimum liability of three million dollars ($3,000,000) for injury or death to any one person in any one occurrence and five million dollars ($5,000,000) for injury or death to any two or more persons in any one occurrence.

(ii) The commercial general liability policy referenced in 9.1(a)(i) shall also provide coverage for claims for property damage, real or personal, occasioned by the installation, maintenance or operation of the System or alleged to have been so occasioned, with a minimum liability of one million dollars ($1,000,000) for damage to the property of any one person in any one occurrence and two million dollars ($2,000,000) for damage to the property of two or more persons in any one occurrence.

(b) A bond running to the City with good and sufficient surety and approved by the City Corporation Counsel in the sum of three hundred thousand dollars ($300,000) conditioned upon the faithful performance and discharge of the obligations imposed by this License, including without limitation, satisfaction of the terms and conditions set forth in M.G.L. c. 166A § 5(k). A performance bond in this amount shall be effective throughout the term of this Renewal License including the time for removal of facilities provided for herein, and shall be conditioned that in the event Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division, or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, installation, operation, maintenance or removal of the System, the City shall absolutely recover from the surety of such bond all damages suffered by the City as a result thereof, within thirty (30) days after written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the City that may have arisen from the grant of this License or from the exercise of any privilege therein granted. If, at any time during the term of this License, the condition of the surety shall change in such manner as to render the bond unsatisfactory to the City Corporation Counsel, Licensee shall replace such bond by a bond of like amount and similarly conditioned, issued by a surety satisfactory to the City Corporation Counsel. Neither this Section, nor any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

Section 9.2 <u>Indemnification</u>

The Licensee shall indemnify, defend and hold harmless the City, its officers, elected officials, employees, and agents from and against any liability or claims resulting from property damage or bodily injury, including death that arise out of the Licensee's installation, operation,

or maintenance of the Cable System, including, but not limited to, reasonable attorney's fees and costs ("Claims"). Notwithstanding the foregoing, Licensee shall not indemnify the City for any portion of damages, liability or claims resulting from the willful misconduct or negligence of the City, its officers, elected officials, employees or agents, or for any activity, action, or function conducted by any Person other than Licensee, its officers, agents, or employees, in connection with PEM Access or EAS. The City shall give the Licensee written notice of such Claims not later than fifteen (15) days of the City's receipt of the notice of such Claims.

Section 9.3 <u>No Limitation on Liability</u>

None of the provisions of Section 9 or any insurance policy required herein, or any damages recovered by the City hereunder shall be construed to excuse the faithful performance by or limit the liability of Licensee under this License for damages either to the limits of such policies or otherwise.

Section 9.4 <u>Notice of Cancellation or Reduction of Coverage</u>

(a) To ensure compliance with applicable state law requiring maintenance of insurance coverage, within thirty (30) days of Licensee's receipt of notice of cancellation of its applicable policy or policies from its insurer, the Licensee shall provide the Issuing Authority with written notice of such cancellation. The notice from the Licensee shall verify that Licensee has obtained alternative insurance in conformance with this License and applicable state law.

Section 9.5 <u>Letter of Credit</u>

(a) Licensee shall provide an irrevocable letter of credit from a financial institution in the amount of fifteen thousand dollars ($15,000). This letter of credit shall be:

(i) Automatically be drawn on if City informs the Licensee in writing, including by email, that it has failed to pay to the City any fee required under the License within ten days of the date certain for such payment established within this License; or

(ii) For all other payments arising from this License, including damages, for which there is not a date certain, the letter of credit may be drawn on by the City only after having given Licensee notice of said non-payment in writing, including email, and ten days thereafter having elapsed.

(b) In the event that the City draws on said letter, Licensee shall take immediate steps to reinstate the letter of credit to its original amount of fifteen thousand dollars ($15,000).

(c) Nothing in this section shall be read to limit the rights of the City to recover amounts in excess of the letter of credit or pursue other rights provided the City in this License.

(d) All notices required under this section shall be addressed to the Licensee's manager as identified in writing by Licensee to Issuing Authority as of the Effective Date and as may be changed from time to time thereafter.

SECTION 10. SUPPORT FOR PUBLIC, EDUCATIONAL AND MUNICIPAL ACCESS

Section 10.1 Support for Public, Educational and Municipal Access

Consistent with the License Fee formula outlined in Section 8.1, Licensee shall pay to the City or its designee for support of PEM Access channels and the PIN 1.7 % of Licensee's Gross Revenues (which shall be deducted from the License Fee). The timing of such payments shall be consistent with Section 8.

SECTION 11. SUBSCRIBER RIGHTS

Section 11.1 Subscriber Protection

Following issuance of the License, each representative of Licensee or employee entering upon private property shall be required to wear an employee identification card issued by Licensee, which shall bear a picture of said representative.

Section 11.2 Sales Information

Licensee shall provide all prospective Subscribers or Users with complete written information concerning all services and rates provided by Licensee prior to the consummation of any agreement for installation of service. Such sales material shall in clear and conspicuous language disclose the price and other information concerning Licensee's least costly service.

Section 11.3 Billing Practices Information

Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, prior to the installation of service. Such information shall be clear and conspicuous.

Section 11.4 Notice of Installation

Licensee shall use its best efforts to inform all Persons in advance of the date and approximate time its employees or agents shall enter onto such Person's property for the purpose of installing Cable Services.

Section 11.5 Neighborhood Offices, Regional Call Center and Customer Service Standards

(a) Licensee shall provide Subscribers with a variety of methods by which to address customer service issues such as bill payment, complaints, set-top box and other equipment drop offs, set-top box and other equipment exchanges, account maintenance, service sales, upgrades,

and downgrades, and routine questions concerning service. Such methods shall include, but shall not be necessarily limited to, online access, telephone access, and may also include equipment drop off by regular mail and/or expedited two-way overnight mail equipment exchange all at no cost to the Subscriber. Additionally, commencing not later than twelve (12)) months from the Effective Date, Licensee shall establish not less than one (1) full service location (either operated directly by Licensee or by an authorized third-party designated by Licensee, as may be determined in Licensee's sole discretion) within the territorial boundaries of the City at which Subscribers can, during Normal Business Hours, at a minimum, exchange remotes, set-top boxes, ask customer service questions, report customer service issues, and tender bill payments. Commencing not less than six (6) months from the Effective Date, Licensee shall also offer Subscribers the ability to tender bill payments, during Normal Business Hours, at not less than two (2) locations within the Service Area and two (2) additional locations within a reasonable geographic proximity to the Service Area ("Payment Locations").

(i) In the event the Issuing Authority and Licensee agree to amend this License to incorporate additional Service Areas pursuant to Section 3.1(d) of this License, the parties shall negotiate in good faith the number and location of Payment Locations to be included in each such additional Service Area; provided, however, that Licensee shall under no circumstances be required to provide more than a total of six (6) such Payment Locations in the City (inclusive of the initial four (4) Payment Locations described herein). Such Payment Location obligation may be satisfied by Licensee providing bill payment machines, third party agents, or a combination of both. The Licensee may from time to time relocate Payment Locations within the Service Area at its discretion and shall, where feasible, provide Issuing Authority with not less than thirty (30) days' prior notice of any such relocations. Moreover, in

situations where, due to circumstances beyond Licensee's reasonable control (e.g., store closure), Licensee is no longer able to provide the foregoing bill payment services at any designated Payment Location, Licensee shall be afforded up to ninety (90) days to relocate to a different Payment Location in accordance with the terms of this Section 11.5(a).

(b) Except as provided in this Section 11.5(b), Licensee shall maintain and operate a call center that shall serve Subscribers as described herein. The call center shall be staffed with customer service employees, twenty-four (24) hours per day, seven (7) days per week to promptly receive customer service calls for technical service issues, including Subscriber calls for repair service. For all non-technical calls, such as billing, complaints, and sales, Licensee's call center shall be available to receive Subscriber calls between the hours of 8:00 a.m. (ET) and 8:00 p.m. (ET) Monday through Saturday, unless otherwise modified pursuant to Section 11.5(b)(i) below. The call center shall document the nature of each call. Licensee shall make billing and technical support services available through commonly used digital methods, which may include web forms, chat, email or text.

(i) Commencing as of the date which is three (3) years from the Effective Date, in the event Licensee determines that it is capable of providing the foregoing described services by means other than a call center, Licensee and the Issuing Authority shall, upon thirty (30) days' written request from Licensee, meet to negotiate in good faith the feasibility of replacing the call center described in Section 11.5(b) with such alternative method. During such good faith negotiations, Licensee shall be afforded the opportunity to present to the Issuing Authority a description of the means by which such alternative method shall be capable of serving as the functional equivalent of a call center. In considering Licensee's request to implement such alternative method in lieu of a call center, Issuing Authority shall not

unreasonably refuse Licensee's request, provided that Licensee demonstrates how such alternative method reflects, and is consistent with, the emergence and common use of new technologies, consumer demand, and competitive parity.

(c) Pursuant to applicable law, Licensee shall answer, with a customer service employee or representative, an average of ninety percent (90%) of its daily incoming service calls within thirty (30) seconds, measured on a quarterly basis under normal operating conditions. Further, under normal operating conditions, customers will not receive a busy signal more than three percent (3%) of the time measured on a quarterly basis. Complaints communicated by online customer service inquiries (by email, text or online chat) shall be responded to promptly, and not later than the standards applicable to service complaints in Section 11.6.

Section 11.6 <u>Response to Service Complaints</u>

(a) Following issuance of the License, calls or in-person requests at a full service location as described in Section 11.5(a) for repair service shall be acted upon (either by resolving the problem or by a service visit) within forty-eight (48) hours when received by Licensee prior to 9 P.M. on Mondays through Fridays, and within seventy-two (72) hours when received by Licensee prior to 5 P.M. on Saturdays, except on legal holidays in Suffolk County. If Licensee is unable to schedule a service call with the subscriber at the time the complaint is first received, or if Licensee needs to investigate the complaint, Licensee shall respond to the affected Subscriber within twenty-four (24) hours. System outages shall be acted upon as promptly as is reasonably practicable.

(b) When a complaint cannot be resolved within seven (7) calendar days of its receipt, Licensee shall provide the affected Subscriber with an explanation and the expected date of final resolution of said complaint; provided, however, that in the event that Licensee is unable

to reach said Subscriber by telephone, Licensee shall send said Subscriber a written notification (either by letter or electronic message), including text messages and other means of digital communication). Licensee shall log all such complaints and accompanying resolutions and shall provide the Issuing Authority with a quarterly report documenting the same.

Section 11.7 Unresolved Complaints

Should a Subscriber have an unresolved complaint after the seven (7) day period described in Sections 11.5 and 11.6 above regarding cable television operations, the Subscriber shall be entitled to file his complaint with the City, which shall have primary responsibility for the continuing administration of the License and the implementation of complaint procedures. A representative of Licensee shall be available thereafter to meet jointly with the City and the affected Subscriber, within thirty (30) days after said Subscriber has filed the complaint, to fully discuss and resolve the matter.

Section 11.8 Notice of Public Meeting

(a) Except where otherwise specifically provided in a Licensee permitting or cooperation agreement with the City, whenever notice of any public meeting relating to the Cable System is required by law or regulation to be published by the Licensee, Licensee shall publish notice of same, sufficient to identify its time, place and purpose, in a Boston 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.

(b) The notice shall also state that applications, reports and statements filed or prepared for such hearing are available for public inspection during Licensee's regular business hours and for reproduction at a reasonable fee.

Section 11.9 Monitoring

(a) Neither the Licensee nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any 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, unless otherwise authorized by applicable law, provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, if applicable to the Cable System, verifying billing for pay services or monitoring channel usage in a manner not inconsistent with the Communications Act.

(b) The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

(c) Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time if it is no longer necessary for the purpose for which it was collected except as authorized not to do so by the affected Subscriber.

Section 11.10 Distribution of Subscriber Information

(a) Except as permitted in 47 U.S.C. § 551(c)(2), Licensee and its agents or employees, shall not, without the prior written or electronic authorization of the affected Subscriber, provide to any third party, including the City, data identifying or designating any Subscriber either by name or address. Said authorization may be withdrawn at any time by the Subscriber by providing written or electronic notice to Licensee. Licensee shall provide annual notice to each Subscriber who has given the aforesaid authorization of such Subscriber's right to

withdraw the authorization. In no event shall such authorization be obtained as a condition of service or continuation thereof, except as necessary to adequately provide particular services. This Section shall not apply to written Subscriber complaints filed with Licensee as provided in Section 11.14 below.

Section 11.11 Information with Respect to Viewing Habits and Subscription Decisions

(a) Except as permitted by 47 U.S.C. § 551(c)(2), Licensee and its agents or employees shall not make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber or household without obtaining the Subscriber's prior written or electronic consent. If a court authorizes or orders such disclosure, Licensee shall notify the Subscriber of such disclosure within 48 hours. Except as permitted in 47 U.S.C. § 551(c) (2), written permission shall be obtained from the Subscriber prior to further dissemination or distribution by Licensee of such information.

Section 11.12 Privacy Ombudsman

(a) Licensee's franchise service manager shall, as promptly as is practicable following receipt of information leading to the reasonable conclusion that there has been a breach of subscriber privacy, notify in writing all parties affected and all appropriate authorities.

(b) All complaints regarding breach of Subscribers' privacy shall be handled pursuant to Section 11.7 above, as amended; Licensee shall investigate and report the results of such investigation to the affected parties, and at the request of the affected parties, the Issuing Authority or his designee, and all other appropriate authorities and/or agencies.

Section 11.13 Regulatory Requirements

Licensee shall comply with all State and federal customer service regulations, except where modified by the parties in this License.

Section 11.14 Consumer Complaint Procedures

The Issuing Authority and the Department shall be notified by the Licensee on forms to be prescribed by the Department not less than annually, of the complaints of subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

Section 11.15 Subscriber Antennas, Competitor Facilities & Switching Devices

The Licensee shall not remove any television antenna of any Subscriber or the interface devices or wiring of other video programming providers but shall, at the Licensee's actual cost, plus reasonable rate of return, offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

Section 11.16 Protection of Subscriber Privacy

The Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. § 551 and regulations adopted pursuant thereto.

Section 11.17 Proprietary Information

(a) The Issuing Authority agrees to treat any information marked as confidential and/or proprietary by the Licensee as confidential and/or proprietary.

(b) The Issuing Authority's employees, representatives, and agents with the authority to enforce the License shall maintain the confidentiality of all such information to the extent permitted by law.

(c) In the event that the Issuing Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Licensee has designated as

confidential, trade secret or proprietary, the Issuing Authority, to the extent permitted by law, shall promptly notify Licensee of such request.

SECTION 12. EMPLOYMENT COMPLIANCE

Section 12.1 Equal Employment Opportunity

The Licensee represents that it is an Equal Opportunity Employer and shall comply with all applicable laws and regulations with respect to Equal Employment Opportunities.

SECTION 13. ADMINISTRATION AND REGULATION

Section 13.1 Performance Evaluation Sessions

(a) Upon sixty (60) days prior written notice from the City, the City and Licensee may hold performance evaluation sessions as deemed necessary by the Issuing Authority or his designee not more than one time per calendar year following issuance of the License. All such evaluation sessions shall be open to the public. The sole purpose of the performance evaluation session shall be to review Licensee's compliance with this License. Licensee shall not be required to disclose any confidential, proprietary, or competitively sensitive information during any such performance evaluation session, nor shall the City disclose any such information.

(b) Within sixty (60) days after the conclusion of such evaluation session, the Issuing Authority may choose to issue a written report with respect to Licensee's compliance with this License and, if so, shall send one (1) copy to the Licensee. Consistent with the enforcement provisions set forth in Section 13.10 of this License, if issues of non-compliance are identified, which results in a violation of any of the provisions of this License, the Licensee shall respond within sixty (60) days of receipt of said report, and propose a plan for implementing any changes or improvements necessary.

(c) Subject to the confidentiality provisions of Section 13.1(a) above, during review and evaluation by the City, Licensee shall fully cooperate with the City.

(d) The City may also request, not more than once per year, a review of new technological developments. Verizon will reasonably cooperate in such review, provided that it is given reasonable advance notice of the need to present on potentially applicable technological developments.

Section 13.2 Nondiscrimination

Licensee shall not discriminate against any Person in its solicitation, service or access activities on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal, state or existing local laws, regulations and all executive and administrative orders relating to nondiscrimination through the term of this License.

Section 13.3 Subscriber Complaints

Licensee shall keep all written Subscriber complaints it receives on file in its full service office location as described in Section 11.5(a) or other designated business office in the City for a minimum of one (1) year after receipt. Subject to subscriber privacy provisions in 47 U.S.C. § 551, the Issuing Authority or his designee shall have the right to examine, review and copy said complaints at his own expense, during Licensee's business hours upon reasonable notice.

Section 13.4 Response to Inquiries

The Issuing Authority may, at any time, make reasonable inquiries concerned with the management and affairs of the Cable System. Licensee shall respond to such inquiries in a timely fashion.

Section 13.5 Obscenity

Licensee shall be subject to all applicable laws and regulations relating to obscenity.

Section 13.6 System Technical Specifications

The Cable System shall conform to the FCC's technical specifications, including 47 CFR § 76.605, to the extent applicable. At all times throughout the License, the Licensee shall meet all applicable FCC technical standards.

Section 13.7 Quality of Service

(a) Following issuance of the License, where there exists other evidence which in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of Cable Service, and to the extent necessary to confirm Licensee's compliance with this License, the Issuing Authority shall have the right and authority to require Licensee to conduct and produce applicable tests, analyses, and reports on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice. Such report shall include at minimum the following information:

(i) the nature of the complaint or problem which precipitated the special tests;

(ii) the system component tested, if any;

(iii) the equipment used and procedures employed in testing, if any;

(iv) the method, if any, in which such complaint or problem was resolved; and

(v) any other information pertinent to said tests and analysis which may be required.

(b) The Issuing Authority may require that tests be supervised by a professional engineer who is not an employee or agent of Licensee. No one other than an employee of the Licensee shall physically interact with the Cable System.

Section 13.8 Liquidated Damages

(a) For the breach of any of the following provisions of this License, liquidated damages shall be paid by Licensee within twenty-one (21) days after request for same by the Issuing Authority in writing:

(i) For failure to provide a copy of any test performed pursuant to FCC regulations or the License within 30 days of a request by the Issuing Authority, five hundred dollars ($500) per day for each day, or part thereof, until such report has been provided.

(ii) For failure to submit reports as provided in Section 15 within the later of: 30 days of the defined deadline, or a deadline agreed to by the Parties, five hundred dollars ($500) per day for each day, or part thereof, until such report has been provided.

(iii) For failure to meet the obligations of Section 7.1 (Public Building Drops), Five Hundred Dollars ($500) per day, or part thereof, until the obligation has been met.

(b) Such liquidated damages shall be chargeable to Licensee commencing with the date of notice of the violation provided by City provided in and subject further to the provisions of Section 13.8. The provisions of this Section shall be in addition to the provisions of Section 13.9 and Section 13.10 below.

Section 13.9 Revocation of License

To the extent permitted by M.G.L. c. 166A § 11 or other applicable laws, the Issuing Authority shall have the right to revoke this License.

Section 13.10 Enforcement and Termination of License

(a) ***Notice of Violation:*** If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a

reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

(b) ***Licensee's Right to Cure or Respond:*** The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance as soon as reasonably possible and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed, all of which shall be to the reasonable satisfaction of the Issuing Authority. If the Licensee believes it has cured the subject non-compliance, it shall provide written notice of such to the Issuing Authority. The City shall provide the Licensee with a written response as to whether such cure has been effected.

(c) ***Public Hearing:*** In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.10(b)(iii) above, and if the City seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee with the following minimum written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard: (i) for a hearing for which the Issuing Authority states in the written notice that that revocation of the License shall not be a possible consequence – thirty (30) days written notice, and (ii) for a hearing for which the Issuing Authority does not state in

the written notice that that revocation of the License shall not be a possible consequence – forty-five (45) days written notice.

(d) ***Enforcement:*** Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.10(c), determines that Licensee is in default of any provision of this License, the Issuing Authority may:

(i) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

(ii) Commence an action at law for monetary damages or seek other equitable relief;

(iii) Exercise rights to obtain liquidated damages pursuant to Section 13.8 above;

(iv) Submit a claim against an appropriate part of the performance bond pursuant to Section 10 above;

(v) In the case of a substantial noncompliance of a material provision of this License, revoke this License in accordance with Section 13.5; and/or

(vi) Invoke any other lawful remedy available to the City.

(e) ***Revocation Hearing:***

(i) At the designated public hearing in which revocation is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, subject to applicable law, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete

verbatim record and transcript shall be made by the Issuing Authority of such hearing with the cost borne by the Licensee unless the Issuing Authority fails to find a material, uncured default, at which point the cost shall be shared by the parties.

(ii) Following the public hearing where revocation is a possible consequence, the Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (x) whether an event of default has occurred under this License; (xx) whether such event of default is excusable; and (xxx) whether such event of default has been cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, in the reasonable discretion of the Issuing Authority, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. In accordance with applicable law, Licensee may appeal such written determination of the Issuing Authority to the Department or to an appropriate court, which shall have the power to review the decision of the Issuing Authority pursuant to standards established in applicable law. Licensee shall be entitled to such relief as the Department or court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

Section 13.11 <u>Non-Exclusivity of Remedy</u>

The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License. No decision by the Issuing Authority or the City to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 13.12 Arbitration

All disputes, controversies or differences which may arise following issuance of the License concerning compliance with installation schedules or computation of License fee shall be finally settled by arbitration in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of such arbitration shall be binding upon Licensee and the City of Boston. The expenses of the arbitrators shall be borne equally by the parties.

Section 13.13 Jurisdiction

Exclusive jurisdiction and venue over entry of judgment, on any arbitration award rendered pursuant to this Section or over any dispute, action or suit arising there from shall be in any court of appropriate subject matter jurisdiction located in the Commonwealth of Massachusetts, County of Suffolk, and the parties by this 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 arising in connection with the entry of such judgment.

Section 13.14 Adjustments to Reflect Expanded Service Areas

Several provisions in this License have included values reflecting the Licensee's initial Service Area represents only a portion of the City, approximately twenty-eight (28%) of the City's geography. As new Service Areas are added, a new portion representing the increased Service Area of Licensee in relation to the City's geography shall be calculated by agreement between the parties prior to the Effective Date for such expansion. Thereafter, certain values in this License, originally calculated to be approximately 28% of a City-wide value, shall be increased proportionately based upon the new revised proportion, effective as of the Effective Date for the increased Service Area. Provisions subject to this automatic adjustment are as

follows: Sections 5.4 (Video Return Network Fund), 6.10 (Community Programming Support), 6.12 (PIN Drop Fund), 9.1 (Performance Bond), and 9.5 (Letter of Credit).

SECTION 14. TRANSFER OF LICENSE

(a) ***City Approval Required:*** Subject to Section 617 of the Communications Act (47 U.S.C. §537) and Sections 14(b) through (e) below, Licensee shall not Transfer this License, voluntarily or involuntarily, directly or indirectly, to any other Person, without the prior written consent of the Issuing Authority.

(b) Such consent shall be given only upon a written application therefore on forms prescribed by the Department and/or the FCC.

(c) ***No Consent Required For Transfers Securing Indebtedness:*** The Licensee shall not be required to file an application or obtain the consent or approval of the City for a Transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License, the Licensee or Cable System in order to secure indebtedness. However, the Licensee shall notify the City within thirty (30) business days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of a cover letter with the Licensee's audited financial statements prepared for the Licensee's bondholders shall constitute such notice.

(d) ***No Consent Required For Any Affiliate Transfers:*** Unless required by applicable federal or State law, the Licensee shall not be required to file an application or obtain the consent or approval of the City for: any Transfer of an ownership or other interest in Licensee, the Cable System, or the Cable System assets to the parent of Licensee or to another Affiliate of Licensee; any Transfer of an interest in the License or the rights held by the Licensee under this License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of Licensee; or any action which is the result of a merger of

another Affiliate of the Licensee. However, the Licensee shall notify the City within thirty (30) business days if at any time a Transfer covered by this Section 14(d) occurs. The transferee of any Transfer covered by this Section 14(d) shall be legally qualified to hold, and shall be bound by the terms and conditions of, this License.

(e) ***Transfer Procedures:*** Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and a copy of the application and FCC Form 394 requesting any such Transfer consent, plus any required fee. Pursuant to 207 CMR 4.03, the consent of the Issuing Authority shall be given only after a public hearing to consider the written application for Transfer. Licensee shall be responsible for costs of transcribing such hearing(s). The Issuing Authority shall have 120 days from the filing of a completed FCC Form 394 to take final action on it. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by lawful agreement or pursuant to applicable law. The Licensee shall reimburse the City for its reasonable costs associated with the Transfer, assignment or disposition of the License, up to a maximum of Ten Thousand Dollars ($10,000). The Licensee shall make said payment within thirty (30) days of the City providing the Licensee with documentation of the same.

(f) ***Non-Waiver:*** The consent or approval of the Issuing Authority to any Transfer shall not constitute a waiver or release of any rights of the City under this License, whether arising before or after the date of said Transfer.

SECTION 15. REPORTS

Section 15.1 Subscriber Complaint Report

(a) To the extent required by M.G.L. c. 166A § 10, Licensee shall notify the Issuing Authority, on forms prescribed by the Department, of complaints of Subscribers received during

the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(b) Licensee shall within 10 days after receipt of a consumer complaint forwarded by the Issuing Authority send a written report to the Issuing Authority with respect to said complaint. Such report shall provide a full explanation of the investigation, findings and/or corrective steps taken.

Section 15.2 Service Interruption Report

Licensee shall submit on a form to be prescribed by the Department a list of all significant service interruptions.

Section 15.3 Dual Filings

Within fifteen (15) days after Licensee has filed a pleading with any state or federal agency or commission pertaining to any aspect of Cable System operation hereunder or the financial arrangements therefor, it shall file a copy of such pleading with the Issuing Authority.

Section 15.4 Installation/Line Extension Reports

On a quarterly basis following issuance of the License, Licensee shall provide the Issuing Authority, in a mutually-agreed format, information regarding installation and line extension activities in the City that shall include demographic information, broken down by census block group, on the zone or zones within a Service Area in which installation is completed during the relevant period. On a quarterly basis, Licensee shall also provide the Issuing Authority information in a mutually agreed upon format to confirm compliance with the seven business day, on average, service installation standard in Section 6.1 hereof.

Section 15.5 <u>Commercial Impracticability and Other Exclusion Reports and Search Tools</u>

(a) Consistent with Section 11.17, not more than three (3) times per calendar year, and upon sixty (60) days written notice during the Term hereof, Licensee shall provide the Issuing Authority information broken down by census block group regarding: (1) the number of Residential Households open for sale, and (2) the percentages of Residential Households in open for sale areas that have contacted Licensee about requesting Cable Service that have been told that service is unavailable and/or denied service based upon one or more of the reasons listed in Section 3.1(a), broken down by reason for denial. Moreover, the parties agree that within sixty (60) days of the first anniversary of the Effective Date, the parties shall meet in person to discuss the extent to which the content and frequency of the foregoing reports is appropriate and/or useful to the Issuing Authority.

(b) In connection with the deployment reports described in Section 15.5(a) above, not more than three (3) times per calendar year during the Term hereof and consistent with Section 11.17, Issuing Authority shall have the right, within thirty (30) days written notice to Licensee, to make random address specific inquiries at a designated office of Licensee during which the Licensee will provide representatives of the Issuing Authority with supervised access to Licensee's relevant database(s) to identify and review the number and location of households: 1) not yet open for sale; (2) open for sale and not subject to an exclusion pursuant to Section 3.1 of the License; (3) open for sale but subject to an exclusion pursuant to Section 3.1, including the basis for the exclusion and the date when the exclusion determination was made; and (4) open for sale but being reviewed for possible exclusion. The parties agree that all information disclosed by Licensee during any of the foregoing reviews shall be treated as confidential and proprietary in accordance with Section 11.17 of this License.

Section 15.6 Anticipated Deployments

Not more frequently than once per month following issuance of the License and upon reasonable advance written notice from the Issuing Authority to Verizon, Verizon will meet with the City to discuss the neighborhoods where it expects to conduct work deploying Cable Service over its Cable System the neighborhood areas open for sale and other matters related to Cable Service and Cable Systems deployment, including but not limited to information in reports required by this Section 15. The City will keep all information discussing during such meetings confidential and shall provide reasonable notice to Licensee of any request for release of said information to allow Licensee an opportunity to seek injunctive relief.

Section 15.7 Additional Information

At any time, within sixty (60) days of a written request of the Issuing Authority, Licensee shall make available any further information which may be reasonably required to establish Licensee's compliance with its obligations pursuant to this License or ensuing License. Subject to the confidentiality provisions of Section 11.17 hereof, information made available by the Licensee to the Issuing Authority, its designee or its outside agent, including without limitation Reports required by this Section 15, shall be kept confidential and utilized by the Issuing Authority only for the purposes set forth in this License. Licensee shall have the right to require that examination of its records be conducted on its premises.

SECTION 16. MISCELLANEOUS PROVISIONS

Section 16.1 License as Contract Under Seal

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Mayor of the City of Boston as Issuing Authority of the City of Boston, on the other hand.

Section 16.2 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 16.3 Titles

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

Section 16.4 Separability

If any section, sentence, paragraph, term or provision of this 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 will remain in full force and effect for the term of this License or any extension thereof.

Section 16.5 Impairment

To the extent that any City law, ordinance or regulation hereafter enacted or promulgated affects in any way Licensee's obligations under this License, nothing herein shall be construed to limit Licensee's right to contest such law, ordinance or regulation on any ground, including without limitation, the ground that the law, ordinance or regulation constitutes an unauthorized impairment of Licensee's rights under this License.

Section 16.6 Notices

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee.

City of Boston
Office of the Mayor
Boston City Hall
Boston, MA 02201
Tel. 617-635-4500

with copies to:

Mike Lynch, Director
Office of Broadband and Cable
Boston Dept. of Innovation and Technology
43 Hawkins Street
Boston, MA 02114
Tel. 617-635-3112
Cable@Boston.gov

And

Thomas Fitzpatrick, Esq.
Davis, Malm & D'Agostine, P.C.
One Boston Place – 37th Floor
Boston, MA 02108
Tel. 617-367-2500
tfitzpatrick@davismalm.com

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Verizon New England Inc.
125 High Street
Oliver – 7
Boston, MA 02110
Attention: Alison G. Philbert, Vice President, Field Operations
Tel. 617-743-1453
Allison.g.cole@verizon.com

with copies to:

Verizon Legal
140 West Street, 6th Floor
New York NY 10007
Attention: Monica Azare, Vice President and Deputy General Counsel

Tel. 212-519-4715
monica.f.azare@verizon.com

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

Section 16.7 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 to perform its obligations under this License.

Section 16.8 Applicability of License

All of the provisions in this License shall apply to the City, the Licensee, and their respective successors and assigns.

Section 16.9 Warranties

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(b) 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 date of execution of this License, to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This License is enforceable against the Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this License.

Section 16.10 Obligations

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

[The remainder of this page is intentionally blank]

Section 16.11 Counterparts

This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereto shall be bound upon, but only upon, the execution by each party of one counterpart. The executed counterparts may be delivered by facsimile transmission of a true and correct image thereof, or by electronic mail attaching a true and correct .pdf image thereof

IN WITNESS WHEREOF, this Agreement is hereby signed by the parties duly authorized, as of this 5th day of December, at Boston, Massachusetts.

CITY OF BOSTON

By:_____
Martin J. Walsh
Mayor of Boston

Approved as to Form:

Eugene L. O'Flaherty
Eugene O'Flaherty
Corporation Counsel

VERIZON NEW ENGLAND, INC.

By:_____
W.R. Mudge, Executive Vice President,
Strategic Initiatives

and

By:_____
Donna Cupelo, Regional President

Section 16.11 Counterparts

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CITY OF BOSTON

By:_____
Martin J. Walsh
Mayor of Boston

Approved as to Form:

_____
Eugene O'Flaherty
Corporation Counsel

VERIZON NEW ENGLAND, INC.

By: W R Mudge
W.R. Mudge, Executive Vice President,
Strategic Initiatives

and

By:_____
Donna Cupelo, Regional President

Section 16.11 Counterparts

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Martin J. Walsh
Mayor of Boston

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Eugene O'Flaherty
Corporation Counsel

VERIZON NEW ENGLAND, INC.

By:_____
W.R. Mudge, Executive Vice President,
Strategic Initiatives

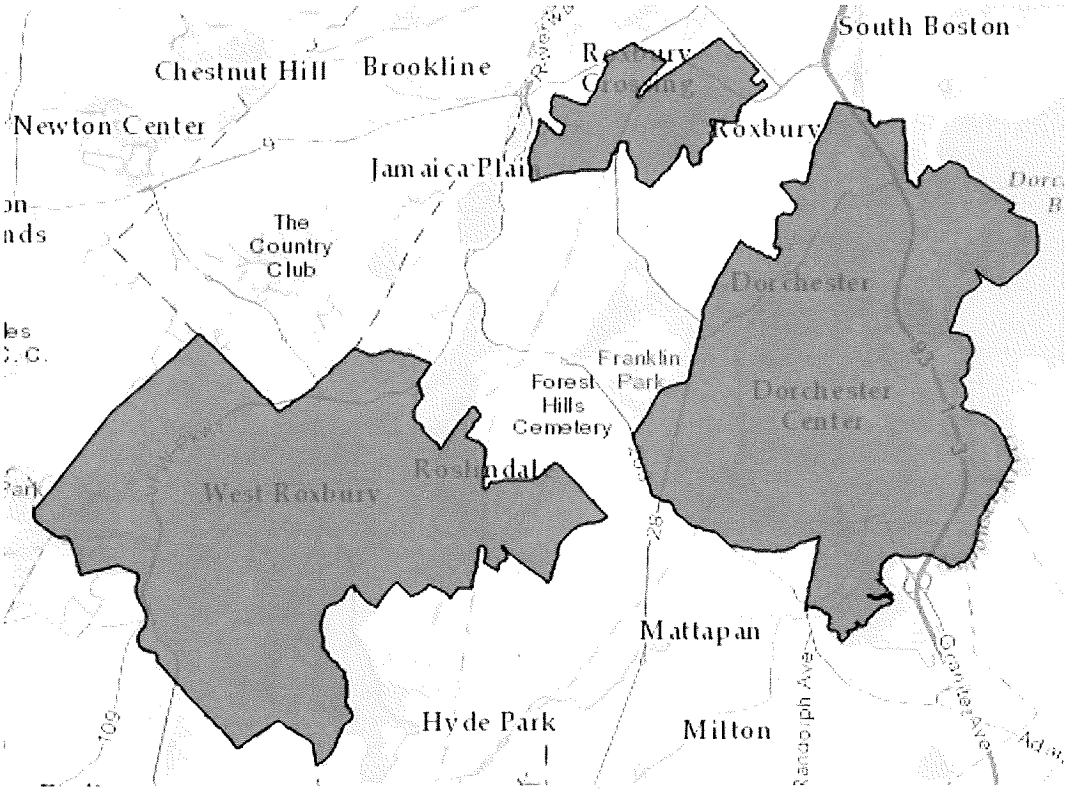
and

By: Donna C Cupelo
Donna Cupelo, Regional President

804223.1

Exhibit 1 MAP OF INITIAL SERVICE AREA

1) Map of Initial Service Areas



2) List of Census Block Numbers within Highlighted Initial Service Areas.

0103001	0104051	0611011	0611012	0612003
0709002	0711013	0803001	0804011	0804012
0805001	0805002	0806012	0806013	0808011
0808012	0809001	0809002	0809003	0810013
0810014	0811001	0811002	0812001	0812002
0813002	0813003	0814001	0814002	0814003
0815001	0815002	0817001	0817003	0817004
0817005	0820001	0821002	0901001	0901002
0901003	0901004	0901005	0902001	0902002
0902003	0903001	0903002	0903003	0904001
0904002	0904003	0907001	0907002	0907003
0907004	0909011	0909012	0910011	0910012
0910013	0910014	0911001	0911002	0911003
0911004	0911005	0912001	0912002	0912003
0913001	0913002	0914001	0914002	0915001
0915002	0915003	0916001	0916002	0916003
0917001	0917002	0917003	0918001	0918002

0918003	0919001	0919002	0919003	0919004
0920001	0920002	0920003	0920004	0921011
0921012	0921013	0921014	0921015	0922001
0922002	0922003	0922004	0923001	0923002
0923003	0923004	0924001	0924002	0924003
0924004	0924005	1001001	1001002	1001003
1001004	1001005	1001006	1001007	1002001
1002002	1002003	1003001	1003002	1003003
1003004	1004001	1004002	1004003	1004004
1005001	1005002	1005003	1005004	1005005
1006011	1006012	1006013	1006014	1006031
1006032	1007001	1007002	1007003	1007004
1007005	1008001	1008002	1008003	1008004
1008005	1008006	1009001	1009002	1009003
1009005	1010011	1011011	1011021	1011023
1101032	1101037	1102011	1103011	1103012
1104011	1104012	1104031	1104032	1104033
1104034	1104035	1105011	1105012	1105013
1105021	1105022	1105023	1106011	1106012
1106071	1106072	1106073	1106074	1201051
1205001	1205002	1207001	1301001	1301002
1301003	1301004	1301005	1301006	1301007
1302001	1302002	1302003	1302004	1302005
1303001	1303002	1303003	1303004	1303005
1304021	1304022	1304023	1304024	1304025
1304041	1304042	1304043	1304061	1304062
1304063	1401024	1401051	1401061	1401062
1404006	1404007	9803001	9807001	9810001
9811001	9811002	9811004	9812011	

Exhibit 2 I-NET LOCATIONS IN INITIAL SERVICE AREA

Count	Current Use	Name	Address	NBHD	Zip Code
1	School	Bates, Phineas	426 Beech Street	ROS	02131
2	School	Beethoven	5125 Washington Street	WRX	02132
3	School	Bolling Building	2300 Washington Street	ROX	02119
4	School	Campbell Resource Center	1216 Dorchester Avenue	DOR	02125
5	School	Clap, Roger	35 Harvest Street	DOR	02125
6	School	Cleveland, Grover & BCC-same bldg	11 Charles Street	DOR	02122
7	School	Conley, George	450 Poplar Street	ROS	02131
8	School	Dever, Paul	325 Mount Vernon Street	DOR	02125
9	School	Dickerman, Quincy - Roxbury Prep Charter	206 Magnolia Street	DOR	02121
10	School	Endicott, William E.	2 McLellan Street	DOR	02121
11	School	Everett, Edward	71 Pleasant Street	DOR	02125
12	School	Fifield, Emily	25 Dunbar Avenue	DOR	02124
13	School	Greenwood, Sarah	189 Glenway Street	DOR	02121
14	School	Hale, Nathan	51 Cedar Street	ROX	02119
15	School	Haley, Dennis	570 American Legion Highway	ROS	02131
16	School	Hennigan, James & BCC*-same bldg	200 Heath Street	JP	02130
17	School	Holland, John & BCC*-same bldg	85 Olney Street	DOR	02121
18	School	Holmes, Oliver W.	40 School Street	DOR	02124
19	School	Irving, Washington	114 Cummins Highway	ROS	02131
20	School	Kenny, Thomas	19 Oakton Street	DOR	02122
21	School - Middle School	Kilmer School (4-8)	140 Russett Road	WRX	02132
22	School	KILMER, JOYCE	35 Baker Street	WRX	02132
23	School	KING, MARTIN LUTHER	77 Lawrence Avenue	DOR	02121
24	School	LEE, JOSEPH & PERKINS BCC*-	155 Talbot Street	DOR	02124

		sep bldg			
25	School	MARSHALL, JOHN & BCC*-same bldg	35 Westville Street	DOR	02124
26	School	Mather	1 Parish St	DOR	02122
27	School	MCCORMACK, JOHN W.	315 Mount Vernon Street	DOR	02125
28	School	Mission Hill School	67 Alleghany St	MIS	02120
29	School	MOZART	236 Beech Street	ROS	02131
30	School	O'HEARN, PATRICK	1669 Dorchester Avenue	DOR	02122
31	School	OHRENBERGER & BCC-sep bldg	175 West Boundary Road	WRX	02132
32	School: Elementary /Middle School (K-8)	Patrick Lyndon School	20 Mount Vernon Street	WRX	02132
33	School	PHILBRICK, JOHN	40 Philbrick Street	ROS	02131
34	School	RUSSELL, WILLIAM	750 Columbia Road	DOR	02125
35	School	SHAW, PAULINE - Boston Adult Tech Acad	429 Norfolk Street	DOR	02124
36	School	STONE, LUCY - Roxbury Prep Charter	22 Regina Road	DOR	02124
37	School	SUMNER, CHARLES	15 Basile Street	ROS	02131
38	School	Tech Boston Academy (Dorchester High)	9 Peacevale Road	DOR	02124
39	School	THOMPSON, FRANK	100 Maxwell Street	DOR	02124
40	School	TIMILTY, JAMES	205 Roxbury Street	ROX	02119
41	School	TOBIN, MAURICE	40 Smith Street	ROX	02120
42	School	WEST ZONE OFF/ Barron	525 Hyde Park Avenue	ROS	02131

		Assessmt Center			
43	School	WILSON, WOODROW	18 Croftland Avenue	DOR	02124

Exhibit 3 LIST OF PUBLIC BUILDINGS IN INITIAL SERVICE AREA

Count	Current Use	Name	Address	NBHD	Zip Code
1	Ambulance Bays	Paramedic 3 (Carney Hospital)	2100 Dorchester Avenue	DOR	02124
2	Archive	COBAC - Archive Center	201 - 225 Rear Rivermoor Street	WRX	02132
3	BHA	Lenox Street	136 Lenox St, South End	ROX	02118
4	BHA	Whittier Street	1158 Tremont St, Roxbury	ROX	02120
5	BHA	Alice Heyward Taylor	260 Ruggles St, Roxbury	ROX	02120
6	BHA	Bromley Park	30 Bickford St, Jamaica Plain	ROX	02130
7	BHA	Mary E. McCormack	10 Kemp St, South Boston	DOR	02127
8	BHA	Franklin Hill	1 Shandon Rd, Dorchester	DOR	02124
9	BHA	Bromley Park Elderly	30 Bickford St, Jamaica Plain	ROX	02130
10	BHA	Annapolis Street	52 Sumner St, Dorchester	DOR	02125
11	BHA	Ashmont Street	374 Ashmont St, Dorchester	DOR	02124
12	BHA	Meade Apartments	5 Melville Ave, Dorchester	DOR	02124
13	BHA	Rockland Towers	5300 Washington St, West Roxbury	WRX	02132
14	BHA	Codman Apartments	784 Washington St, Dorchester	DOR	02124
15	BHA	Pasciucco	330 Bowdoin St, Dorchester	DOR	02122
16	BHA	Lower Mills	2262 Dorchester Ave, Dorchester	DOR	02124
17	BHA	Spring Street	23 Spring St, West Roxbury	WRX	02132
18	BHA	Roslyn Apts	1 Cliffmont St, Roslindale	WRX	02131
19	BHA	Bellflower Street	24 Bellflower St, Dorchester	DOR	02125
20	BHA	Peabody-Englewood	1875 Dorchester Ave, Dorchester	DOR	02124
21	BHA	Camden Street	50-60 Camden St, Roxbury	ROX	02118
22	BHA	Franklin Field	91 Ames St, Dorchester	DOR	02124
23	BHA	Franklin Field (Elderly/Disabled)	100 Westview St, Dorchester	DOR	02124
24	BHA	Misson Main	43 Smith St, Boston	ROX	02120
25	BHA	Washington-Beech	4570-4584 Washington St, Roslindale	WRX	02131
26	Community Center / Recreation	GREAT HALL - CODMAN SQ. MUNI BLDG;	6 Norfolk Street	DOR	02124

		LIBRARY, "GREAT HALL"			
27	Community Center / Recreation	GRW "ROCHE FAMILY" CC	1716 CENTRE STREET	WRX	02132
28	Community Center / Recreation	GRW YOUTH DEV CTR	15 Talbot Avenue--Harambee Park	DOR	02124
29	Community Center / Recreation	Roslindale Community Center	6 Cummins Hwy & Washington Street	ROS	02131
30	Community Center / Recreation	Tobin Community Center	1481/1491 Tremont Street	MIS	02120
31	Community Center / Recreation	Thomas Johnson Community Center (Mission H)	68 Annunciation Road	ROX	02119
32	Field House	Billings Field House	369 Lagrange Street	WRX	02132
33	Field House	Doherty/Gibson (Townfield) Playground	1564 Dorchester Ave	DOR	02122
34	Field House	Field House	611 Columbia Rd	DOR	02125
35	Field House	Garvey Field House	Neponset Ave	DOR	00000
36	Field House	Jim Rice Field House	1917 Washington Street	ROX	02118
37	Fire	DIV 2 - DIST 12 - ENGINE 30 LADDER 25	1940 Centre Street	WRX	02132
38	Fire	DIV 2 - DIST 12 - ENGINE 53 LADDER 16	945 Canterbury Street	ROS	02131
39	Fire	DIV 2 - DIST 12 - ENGINE 55	5115 Washington Street	WRX	02132
40	Fire	DIV 2 - DIST 7 - ENGINE 14 LADDER 4; Safety Dvsn	174 Dudley Street	ROX	02119
41	Fire	DIV 2 - DIST 7 - ENGINE 17 LADDER 7	7 Parish Street	DOR	02122
42	Fire	DIV 2 - DIST 7 - ENGINE 21	641 Columbia Road	DOR	02125
43	Fire	DIV 2 - DIST 7 -	36 Washington Street	ROX	02121

		ENGINE 24 LADDER 23			
44	Fire	DIV 2 - DIST 8 - ENGINE 18 LADDER 6	1884 Dorchester Avenue	DOR	02124
45	Fire	DIV 2 - DIST 8 - ENGINE 52 - LADDER 29	975 Blue Hill Avenue	DOR	02124
46	Fire	DIV 2 - DIST 8 - ENGINE 20	301 Neponset Avenue	DOR	02122
47	Fire	DIV 2 - DIST 9 - ENGINE 37 LADDER 26	560 Huntington Avenue	ROX	02115
48	Health Center/ Day Services	UPHAMS CORNER HEALTH CTR/MUNI	500 Columbia Road	DOR	02125
49	Health Center/ Day Services	HARVARD STREET HEALTH CENTER	895 Blue Hill Ave	DOR	02124
50	Library	Adams Street Branch	690 Adams Street	DOR	02122
51	Library	Codman Square Branch	690 Washington Street	DOR	02124
52	Library	Dudley Branch	65 Warren Street	ROX	02119
53	Library	Fields Corner Branch	1520 Dorchester Ave	DOR	02122
54	Library	Parker Hill Branch	1497 Tremont Street	MIS	02120
55	Library	Roslindale Branch	4238 Washington Street	ROS	02131
56	Library	Uphams Corner Municipal Services Building	500 Columbia Road	DOR	02125
57	Library	West Roxbury Branch	1961 Centre Street	WRX	02132
58	Maintenance Garage	Gibson St Garage - D7	58 Gibson St	DOR	02122
59	Maintenance Garage	Hancock Street Garage	160 Hancock Street	DOR	02125
60	Maintenance Garage	ROXBURY MAINTENANCE GARAGE-D 2&10	280 Highland Ave	ROX	00000

61	Maintenance Garage	West Roxbury Garage	200 Gardner Street	WRX	02132
62	Maintenance Garage	District 6	315 Gardner Street	WRX	
63	Office	Dudley Municipal Center	Washington St. at Warren St.	ROX	02119
64	Office	GIBSON ST OFFICE BLDG--D-7/ Ambulance 11	58 Gibson Street/ 38 Gibson EMS	DOR	02122
65	Office	Hancock St. Municipal Building	170 Hancock Street	DOR	02125
66	Other	Animal Control Shelter	26 Mahler Road	ROS	02131
67	Other	EAST ZONE E. L. CTR/CENTRAL KIT	370 Columbia Road	DOR	02125
68	Other	Strand Theatre	543 Columbia Road	DOR	02125
69	Park Office / Maintenance Garage	Mt. Hope Cemetery Admin. Office	355 Walk Hill St.	ROS	02126
70	Police	Anticorruption Unit	1960 Washington Street	SE	02118
71	Police	Area B-2 Station (new)	2400 Washington St.	ROX	00000
72	Police	Area B-3 Station/Ambulance 3	1163 Blue Hill Ave/ 1165 Blue Hill EMS	MAT	02124
73	Police	Area C-11 Station	40 Gibson Street	DOR	02122
74	Police	Area E-5 Station	1708 Centre Street	WRX	02132
75	School	Bates, Phineas	426 Beech Street	ROS	02131
76	School	Beethoven	5125 Washington Street	WRX	02132
77	School	Burke, Jeremiah - Grove Hall Lib and Comm Ctr	60 Washington Street	DOR	02121
78	School	Bolling Building	2300 Washington Street	ROX	02119
79	School	Campbell Resource Center	1216 Dorchester Avenue	DOR	02125
80	School	Clap, Roger	35 Harvest Street	DOR	02125
81	School	Cleveland, Grover & BCC-same bldg	11 Charles Street	DOR	02122
82	School	Conley, George	450 Poplar Street	ROS	02131

83	School	Dever, Paul	325 Mount Vernon Street	DOR	02125
84	School	Dickerman, Quincy - Roxbury Prep Charter	206 Magnolia Street	DOR	02121
85	School	Dorchester High	9 Peacevale Road	DOR	02124
86	School	Endicott, William E.	2 McLellan Street	DOR	02121
87	School	Everett, Edward	71 Pleasant Street	DOR	02125
88	School	Fifield, Emily	25 Dunbar Avenue	DOR	02124
89	School	Greenwood, Sarah	189 Glenway Street	DOR	02121
90	School	Hale, Nathan	51 Cedar Street	ROX	02119
91	School	Haley, Dennis	570 American Legion Highway	ROS	02131
92	School	Hennigan, James & BCC*-same bldg	200 Heath Street	JP	02130
93	School	Holland, John & BCC*-same bldg	85 Olney Street	DOR	02121
94	School	Holmes, Oliver W.	40 School Street	DOR	02124
95	School	Irving, Washington	114 Cummins Highway	ROS	02131
96	School	Kenny, Thomas	19 Oakton Street	DOR	02122
97	School	KILMER, JOYCE	35 Baker Street	WRX	02132
98	School	KING, MARTIN LUTHER	77 Lawrence Avenue	DOR	02121
99	School	LEE, JOSEPH & PERKINS BCC*-sep bldg	155 Talbot Street	DOR	02124
100	School	MARSHALL, JOHN & BCC*-same bldg	35 Westville Street	DOR	02124
101	School	Mather	1 Parish St	DOR	02122
102	School	MCCORMACK, JOHN W.	315 Mount Vernon Street	DOR	02125
103	School	Mission Hill School	67 Alleghany St	MIS	02120
104	School	MOZART	236 Beech Street	ROS	02131
105	School	MURPHY, R.J. & Leahy-Holloran BCC-same bldg	1 Worrell Street	DOR	02122
106	School	O'HEARN, PATRICK	1669 Dorchester Avenue	DOR	02122
107	School	OHRENBERGE	175 West Boundary Road	WRX	02132

		R & BCC-sep bldg			
108	School	PHILBRICK, JOHN	40 Philbrick Street	ROS	02131
109	School	RUSSELL, WILLIAM	750 Columbia Road	DOR	02125
110	School	SHAW, PAULINE - Boston Adult Tech Acad	429 Norfolk Street	DOR	02124
111	School	STONE, LUCY - Roxbury Prep Charter	22 Regina Road	DOR	02124
112	School	SUMNER, CHARLES	15 Basile Street	ROS	02131
113	School	THOMPSON, FRANK	100 Maxwell Street	DOR	02124
114	School	TIMILTY, JAMES	205 Roxbury Street	ROX	02119
115	School	TOBIN, MAURICE	40 Smith Street	ROX	02120
116	School	WEST ROXBURY HIGH	1205 VFW Parkway	WRX	02132
117	School	WEST ZONE OFF/ Barron Assessmt Center	525 Hyde Park Avenue	ROS	02131
118	School	WILSON, WOODROW	18 Croftland Avenue	DOR	02124
119	School	Madison Park Complex Bldg #5-6 - Science - Music	75 Malcolm X Blvd	ROX	02120
120	School	Madison Park Complex Bldgs # 1,2,3 (OBryant),4,7 and Garage	75 Malcolm X Blvd	ROX	02120
121	School - Middle School	Kilmer School (4-8)	140 Russett Road	WRX	02132
122	School - Middle School	Lilla G. Fredrick Middle School (6-8)	270 Columbia Road	DOR	02121

123	School: Elementary/ Middle School (K-8)	Patrick Lyndon School	20 Mount Vernon Street	WRX	02132
124	Swimming Pool	Flaherty Pool*	160 Florence Street	ROS	02131
125	Swimming Pool	Draper Pool*	5279 Washington Street	WRX	02132
126	Vacant	Area B-2 Station (old) (Building to be Demo'd)	135 Dudley Street	ROX	02119