

**COMMONWEALTH OF MASSACHUSETTS  
CITY OF BEVERLY**

**RENEWAL CABLE TELEVISION LICENSE  
GRANTED TO AT&T BROADBAND**

**EFFECTIVE MAY 5, 2001**

> INTRODUCTION

>

> WHEREAS, AT&T Broadband, formerly MediaOne of Massachusetts, Inc. (hereinafter "AT&T" or "Licensee") is the duly authorized holder of a license to operate a Cable Communications System in the City of Beverly, Massachusetts (hereinafter the "City"), said license having originally commenced on May 4, 1991;

> WHEREAS, AT&T, by its predecessor, filed a written request for a renewal of its license by letter dated May 19, 1998, in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated November 13, 2000, and the parties conducted subsequent negotiations;

> WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

> WHEREAS, the City's Mayor, as the Issuing Authority, finds that the renewal of AT&T's license is appropriate in light of its past performance, its renewal proposal and successful and mutual resolution of compliance-related matters under its prior license, with such resolution being the adoption of this renewal license;

> NOW THEREFORE, after due and full consideration, the City and AT&T agree that this Renewal License is issued upon the following terms and conditions, as set forth herein.

## ARTICLE 1 - DEFINITIONS

### Section 1.1 - 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 - A video programming channel which Licensee makes available to the City without cost for the purpose of transmitting non-commercial programming by members of the public, City department and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531.

Access Corporation: The entity, designated by the Issuing Authority pursuant to the terms herein, for the purpose of operating and managing the use of Public, Educational and Governmental (PEG) Access funding, equipment and channels on the cable television system.

Basic Service: That tier of service which includes the retransmission of local television broadcast and public, educational and government access channels, as defined by Federal Law.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Service: The transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such programming which Licensee may make available to subscribers generally.

Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the City, as defined by Federal and State Law.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

CMR: Code of Massachusetts Regulations.

Commission: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission.

Community Television Programming: Programming produced by Licensee's staff or in conjunction with Public, Educational or Governmental Access volunteers.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: The specific channel and the programming thereon on the Cable System which has been allocated for use by educational organizations and institutions in the City of Beverly, and the use thereof, to present non-commercial educational programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: May 4, 2001

FCC: The Federal Communications Commission, or any successor agency.

Government Access: The specific channel and the programming thereon on the Cable System which has been allocated for use by the City of Beverly, the Issuing Authority or their designee(s), and the use thereof, to present non-commercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

The channel may be a shared government and public access channel, in accordance with the terms hereof.

Issuing Authority: The Mayor of the City of Beverly, Massachusetts.

Leased Access Channel: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

Licensee: AT&T Broadband, formerly MediaOne of Massachusetts, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

Local Programming: Local programming,, also known as Community Television Programming, produced by Licenseeand/or its staff including such programming as produced in conjunction with community volunteers.

Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to subscribers on a per-channel basis or as a package of services, not including basic service and other regulated tiers.

Prior License: The Cable Television License in effect prior to the execution of this Renewal License, for the period May 4, 1991 through May 3, 2001originally issued toContinental Cablevision of Massachusetts, Inc., as amended.

Public Access: The specific channel on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming in accordance with 47 U.S.C. 531 and the terms hereof. The channel may be a shared public and government access channel in accordance with the terms hereof.

Public, Educational and Government Access (“PEG Access”): The right or ability of any Beverly residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way

dedicated for compatible uses, and other publicly owned real ways within or belonging to the City now or hereafter existing. Reference herein to "Public Way" or "Street" 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 without applicable legally required permits, 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.

Standard Service Package (also now known as Standard Cable) - A combination of cable service tiers, consisting of the Basic Service tier, and other basic service tiers, as those tiers are defined by the FCC, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System.

City: The City of Beverly, Massachusetts.

Upstream Channel: A channel over which signals travel over the Cable System to the headend from remote points of origination.

## ARTICLE 2

### GRANT AND TERM OF LICENSE

#### Section 2.1 - GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Mayor, as the Issuing Authority of the City, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Communications System within the corporate limits of the City of Beverly.

**Section 2.2 - RIGHTS AND PRIVILEGES OF LICENSEE**

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable Communications System in, under, over, along, across or upon the Public Ways of the City of Beverly within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services, I-Net services, cable modem services and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

**Section 2.3 - APPLICABLE LAW**

This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as amended, and in compliance with and subject to all other municipal, state and federal rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Massachusetts Community Antenna Television Commission. Any reference herein to federal, state and municipal laws, by-laws and ordinances, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

**Section 2.4 - TERM OF RENEWAL LICENSE**

The term of this non-exclusive Renewal License shall be for a period of ten years and shall commence on May 4, 2001, following the expiration of the current license, and shall terminate at midnight on May 3, 2011.

**Section 2.5 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Commission promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms therefor as provided by the Commission and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority four (4) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law.

#### **SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Communications System within the City of Beverly; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome when taken as a whole relative to those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, when taken as a whole, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License, when taken as a whole. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate and the Issuing Authority find that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, when taken as a whole as per above, the Issuing Authority and Licensee shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in subsection (b)(i) above.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor (other than a licensed cable operator under clause (b) above), which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the City, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City, the Licensee may request, in writing, that the Issuing

Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons with reasonable evidence for its determination of such substantial negative material impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is relevant to the proceeding..

(ii) Should the Licensee demonstrate with reasonable evidence that the Programming of such Multichannel Video Programming Distributor is having a substantial material negative impact upon the financial viability of the Licensee's Cable System in the City, and the Issuing Authority finds a substantial negative material impact upon the financial viability of the Licensee's Cable System in the City, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in subsection (d)(i) above.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Distributor(s), which are not in any way an affiliate of the Licensee and are currently providing Programming to residents in the City, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the City.

(v) Should the parties not agree about any matter with regard to this section, the parties reserve their state and federal appellate rights.

## **Section 2.7 - POLICE AND REGULATORY POWERS**

By executing this License, Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances and bylaws necessary to the safety and welfare

of the public and of general applicability and not specific to this License or to cable operators only. Licensee shall comply with all applicable laws and ordinances enacted by the Issuing Authority pursuant to any such powers.

**Section 2.8 - REMOVAL OR ABANDONMENT**

Upon termination of this License by passage of time, license revocation or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition.

If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding this Section, to the extent federal law applies pursuant to Section 2.9 (Proceedings Upon Expiration or Revocation), the applicable provisions of federal law (47 U.S.C. 547) shall govern.

**Section 2.9 - PROCEEDINGS UPON EXPIRATION OR REVOCATION**

In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and the Issuing Authority determines not to renew this License and all appeals have been exhausted, or the License otherwise terminates, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the Cable System to the City or a subsequent licensee in accordance with 47 U.S.C. 547.

### ARTICLE 3

#### SYSTEM DESIGN, CONSTRUCTION AND OPERATION

##### Section 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The area to be served shall be the entire City of Beverly. Service shall be provided to every dwelling occupied by a person requesting Cable Service and shall continue to be available on every street where dwellings currently have Cable Service available, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. Notwithstanding the foregoing, with respect to public ways that are currently not wired for cable service, if any, Licensee's obligation to extend the Cable System to subscribers for the standard installation charge shall be limited to streets with ten homes per street mile.

(b) Provided Licensee has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

##### Section 3.2 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to make available to all residents of the City a minimum seven hundred fifty Megahertz (750 MHz) Cable System, fed by means of a fiber-optic transportation cable network, fully capable of carrying at least ninety (90) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. The Cable

System shall continue to utilize a hybrid fiber-coaxial cable architecture with fiber running to nodes within the City, or use any such superior cable system technology within the City.

(b) The Licensee shall not remove any television antenna of any subscriber but shall offer a device to allow subscribers to choose between cable and non-cable television reception.

(c) The Cable System shall be technically capable of transmitting City-specific access programming and commercial programming, provided however, Issuing Authority acknowledges it has no rights nor ability to mandate specific programming.

### **Section 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP**

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the City regardless of its geographical location, subject to Section 3.1 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within two hundred feet (200 ft.) of the cable plant for an aerial drop, or one hundred fifty feet (150 ft.) for an underground drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop.

### **Section 3.4 - - SERVICE TO MUNICIPAL BUILDINGS AND SCHOOLS**

(a) Licensee shall provide, free of charge, one (1) drop, outlet and the Standard Service Package (for video), including the level of service which includes *Cable in the Classroom* programming as long as Licensee receives *Cable in the Classroom* programming under agreements or pursuant to terms similar to those which are currently in place, excluding premium and a la carte channels, to public schools and municipal buildings along its cable routes upon written request of the Issuing Authority.

(b) Any classrooms or other locations in Beverly public schools, municipal buildings and such non-profit institutions as have been previously wired by Licensee and provided free service, or where service outlets were installed by Licensee, shall continue to receive such activated outlets of free service as already provided.

(c) All future newly constructed schools shall be provided with the standard drop for the Standard Service Package. Where a school has its own internal wiring for video distribution, Licensee will, following consultation with the City or its designee and subject to system

compatibility, interconnect its cable to the new school's internal wiring hub (also known as wire closet or main distribution frame) in lieu of interconnecting individual classrooms.

(d) All future municipal buildings, including public schools, along the cable routes shall receive, free of charge, one residential cable system drop tied into the new building's internal wiring hub or wire closet (also known as main distribution frame) so that the cable service can be transmitted from the new building hub to individual rooms within the building. Upon request of a new municipal building architect, including new public school architect, or architect's designee, Licensee shall meet with such architect or architect's designee to provide reasonable consultation on how the municipal building wiring may be designed to be compatible with such cable service transmission to and from the building hub/wire closet, however, the Issuing Authority acknowledges that such consultation is limited in nature and that Licensee is not responsible for incompatibility, if any, for wiring deployed by school or municipal contractors. In the event of construction of a new public school within the City during the term hereof, or if in other situations walls are open and ready for wiring and if requested by the Issuing Authority, Superintendent of Schools (or their designees) in a timely manner, Licensee shall donate wire as needed for cable video distribution, including (with respect to a new public school) wire for one video outlet for each of the classrooms, library and media rooms.

(e) If necessary to receive the Standard Service Package, Licensee will continue to provide a converter to existing classrooms having converters, and, with respect to new buildings with internal wiring, shall provide only so many converters as needed to distribute standard cable service into the internal wiring network, at no charge to the City, however, in the event of vandalism or gross negligence damaging such converters, the School Department shall be responsible for same.

(f) If requested by the Issuing Authority, Licensee shall provide an additional two classrooms per public school floor with subscriber system outlets except that in the High School, if requested by the Issuing Authority, an additional ten subscriber system outlets per public school

floor shall be provided, however, to avoid multiple installations, any request for such High School outlets shall be for not less than five such outlets at a time.

(g) Nothing herein shall require an additional cable system drops to non-school municipal buildings and any other locations (including non-profits) which already were provided a cable system drop as of the effective date of this License shall continue to have such existing drops as previously provided in accordance with the terms as of the effective date of this license.

### **Section 3.5 - STANDBY POWER**

The Licensee shall maintain a minimum of three (3) hours standby power at the headend facility and any sub-headend facilities servicing the City. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request by the Issuing Authority or by its designee, Licensee shall furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

### **Section 3.6 - TREE TRIMMING**

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the City and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on City property shall occur except upon a permit in writing from the City Tree Warden or other person designated by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming, and in any event, shall be subject to local ordinances, if any, with respect to tree-trimming on public or private property.

### **Section 3.7 - UNDERGROUND WIRING OF UTILITIES**

In areas of the City having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. Licensee shall comply with all applicable state laws and regulations concerning Massachusetts "DIG-SAFE" requirements.

### **Section 3.8 - PEDESTALS AND VAULTS**

In any cases in which vaults housing devices or pedestals are to be utilized, in the City Public Ways or within the City public layout, such equipment must be in accordance with applicable Public Works Department, or similar department, regulations or flush at ground level; provided, however, that Licensee may place devices, including amplifiers and line extenders in a low-profile electronic control box, at City approved locations to be determined when Licensee applies for an underground permit, as may be authorized by the City subject to requirements of general applicability. In any event, Licensee will comply with City ordinances and regulations of general applicability with respect to the foregoing.

### **Section 3.9 - PRIVATE PROPERTY**

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

### **Section 3.10 - RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the City 's Department of

Public Works or their designee provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the City may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the City may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the City.

### **Section 3.11 - COOPERATION WITH BUILDING MOVERS**

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the City, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be in accordance with applicable law.

### **Section 3.12 - RELOCATION OF FACILITIES**

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the City for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

### **Section 3.13 - RELOCATION OF FIRE ALARMS**

The Licensee shall reimburse the City at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The City shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

### **Section 3.14 - SERVICE INTERRUPTION; REBATES**

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use. Rebates for service interruptions shall be in accordance with Section 7.5 of this Renewal License and applicable law, including FCC customer service regulations.

### **Section 3.15 - CONSTRUCTION AND MAINTENANCE STANDARDS**

(a) The Licensee shall construct and operate a Cable Communications System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall therefore be in conformance with, among other things, the applicable provisions of the National and Massachusetts Electrical Codes, the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division, the FCC and generally applicable street opening and grant of location laws. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the City.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

### **Section 3.16 - RIGHT OF INSPECTION**

(a) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times upon reasonable

notice to Licensee except that inspection of cable wires in plain view on a Public Way shall not require any such notice. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

(b) Any tests conducted by the City shall be at the sole cost and expense of the City and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the City shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing.

### **Section 3.17 - EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Communications System, the City shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any applicable government program providing for reimbursement.

### **SECTION 3.18 – EMERGENCY AUDIO ALERT**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations. The Licensee shall have the additional technical ability of re-broadcasting specified emergency messages in conjunction with the Massachusetts Emergency Management Agency ("MEMA") and the Oceanic and Atmospheric Administration ("NOAA"). The Licensee shall assist the City, to the extent possible, in establishing and maintaining initial contact with MEMA with respect to providing information on how the cable operator can and cannot provide emergency communications through the MEMA network and Licensee shall provide information as reasonably requested relative to local EAS communications through MEMA.

**ARTICLE 4**  
**RATES AND PROGRAMMING**

**Section 4.1 - INITIAL RATES**

The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in **Schedule 4.1** attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

**Section 4.2 - RATE RE-REGULATION**

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

**Section 4.3 - PROGRAMMING CATEGORIES**

Licensee has offered and shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other cable services set forth in **Schedule 4.3** attached hereto;
- (2) all PEG Access channels required by Section 5.1 (Community and PEG Access Programming) of this License.

#### **Section 4.4 - PROGRAMMING TIERS**

(a) The initial programming and services offered by Licensee are listed in **Schedule 4.4**, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

(b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the City, should such right be granted to the City under applicable federal or state law in the future.

#### **Section 4.5 - LEASED ACCESS**

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee. Upon request, Licensee shall provide interested persons a copy of its current leased access policy with current rates and terms for commercial leased access.

#### **Section 4.6 - STEREO TV TRANSMISSIONS**

Provided that Licensee's headend is capable of receiving more of a television broadcaster's programming day in stereo, Licensee shall transmit this broadcast programming in stereo to its subscribers.

#### **Section 4.7 - CHANNEL LINEUP**

Licensee shall notify subscribers 30 days in advance of significant channel changes in accordance with Massachusetts Cable Division regulations. Licensee shall notify the Issuing Authority 30 days in advance, each time its channel lineup changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. In the event of program line-up changes, Licensee shall provide each

subscriber with an updated channel lineup on an annual basis to show program line-up changes, if any.

**Section 4.8 - REMOTE CONTROLS**

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter.

## ARTICLE 5

### COMMUNITY TELEVISION AND ACCESS

#### SECTION 5.1 – ESTABLISHMENT OF AN ACCESS CORPORATION AND RELATED MATTERS

(a) By May 4, 2002, the Issuing Authority shall designate a non-profit charitable corporation, known as an Access Corporation (hereinafter “Access Corporation”) which shall assume responsibility for the provision of Public, Educational and Governmental (“PEG”) Access programming, facilities and equipment for the residents of the City, pursuant to the provisions of Article 5 herein. Using the funds provided by Licensee under Sections 5.1(c) and (d), it shall be the responsibility of the Issuing Authority and the Access Corporation to find a new studio location within the City of Beverly, with said location determined by the Issuing Authority; and as further set forth in Section 5.1(f), Licensee shall transfer title to the existing studio equipment to the new Access Corporation, for Access Corporation ownership and use at said new studio location.

(b) From the Effective Date of this License through May 4, 2002 the Licensee shall maintain the existing studio facility located at Tozer Road, Beverly subject to the terms herein, with Licensee’s operating budget for this one year transition period being not less than \$100,000.00, with said one year transition period as further described in this Article 5.

(c) The Access Corporation shall receive from Licensee annual payments for its operational and other expenses equal to One Hundred Fifty Thousand Dollars (\$150,000.00) a year commencing May 5, 2002, see **Exhibit 5.1(c)** for a payment schedule, with annual Cost of Living Adjustments (“COLA”) equal to 2.5% per year, with said inflation adjustments beginning on the second annual payment (due May 5, 2003). To enable start-up and hiring in advance of the May 4, 2002 Access Corporation start-up date, Licensee shall upon thirty day advance written request make a \$40,000.00 prepayment to the Access Corporation (if said Access Corporation is duly created by Articles of Organization approved by the Secretary of State), credited against the first

year \$150,000.00 payment, which \$40,000.00 prepayment shall be no later than February 1, 2002, and not before January 1, 2002.

(d) Payments for the Access Corporation capital, equipment, start-up, relocation and renovations shall be as follows:

1. \$275,000.00 equipment and funding payable to the Access Corporation May 4, 2002, except that upon Access Corporation thirty day advance written request (if Articles of Organization have been filed with and approved by the Secretary of State), Licensee shall prepay \$100,000.00 of said equipment funding to the Access Corporation, to enable the Access Corporation to commence purchases as needed, payable no later than February 1, 2002, but not before January 1, 2002.

2. \$125,000.00 for studio relocation, renovation and start-up (for the Access Corporation's relocation from Tozer Road to its own studio and for start-up costs), payable to the Access Corporation May 4, 2002, except that upon Access Corporation written request (if Articles of Organization have been filed with and approved by the Secretary of State) or upon Issuing Authority written request, Licensee shall prepay \$62,500.00 of said relocation/renovation fund to the Access Corporation (less \$20,000 payable to the Issuing Authority as set forth below), to enable the Access Corporation to commence relocation and renovation as needed, payable no later than February 1, 2002 (but not before January 1, 2002) and said \$20,000.00 of said \$62,500.00 payment shall be paid to the Issuing Authority to purchase studio start-up technical, design, architectural and studio planning services, to legally form and establish the Access Corporation and for Issuing Authority cable-related costs.

(e) The Access Corporation shall provide services to PEG Access Users and the City as follows:

- (1) Operate the studio and schedule, operate and program the PEG Access Channels as provided in accordance with this Article 5;
- (2) Manage the annual funding, pursuant to Section 5.1(c).

- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 5.1(d) herein;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines (with consultation with the Issuing Authority or its designee) for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and focusing on City issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary including development of and training in cable and cable-related technologies useful to the City and general public.

(f) Licensee shall transfer ownership of the existing van, VIN#1FTEE14NXMHA61351, ("Vehicle") to the Access Corporation on or about May 4, 2002, for the purpose of community productions and shall likewise transfer ownership of existing studio equipment listed in **Schedule 5.1(f)**. Licensee makes no warranties or representations that will apply after the transfer of the equipment (with respect to the condition of said Vehicle or Existing Equipment) and Issuing Authority acceptance of equipment and van will be "as is," however, Licensee shall reasonably maintain and repair such equipment and van prior to transfer to the Access Corporation such that said equipment and van are in good working order. Licensee shall, after the transfer of title, have no further responsibility for vehicle or existing equipment, including, but not limited to repairs, license fees, and insurance etc. The foregoing equipment shall be owned by the Access Corporation, but for use of the public and City and shall be made ready by Licensee for relocation to the Access Corporation studio within fourteen days of a request for same. Licensee and the

Access Corporation shall jointly cooperate to make said equipment ready for relocation including the following: Licensee shall be responsible for physical detachment or unplugging of equipment, and related breakdown of equipment as necessary for packing; the Access Corporation shall provide a designee to be present and help oversee the readying of the equipment for moving; and the Access Corporation's moving company and Licensee shall jointly assist with the actual packing of equipment into boxes or wrapping for moving; upon relocation of the equipment to the new studio, Licensee shall provide a designee to be present and help oversee the installation of the equipment and Licensee shall interconnect the new studio, including modulators, to the cable system, subject to Section 5.1(k). Said studio-cable system interconnection shall be completed and tested no later than April 7, 2002.

(g) Any manufacturer's warranties and existing manuals that Licensee has with respect to existing studio equipment transferred to the Access Corporation shall be transferred to the Access Corporation. For the period May 4, 2002 through October 4, 2002, the Licensee shall provide reasonable technical assistance via telephone or electronic mail to assist the Access Corporation staff on the proper utilization of the studio equipment and systems installed by Licensee at the studio. Subsequent to May 4, 2002, the Licensee shall have no obligations with respect to PEG Access except as explicitly set forth herein. Further to the transition from Licensee to Access Corporation studio, Licensee shall be responsible for interconnecting the new Access Corporation studio (if it is along the cable route) to the cable system for regular access channel cablecasting.

(h) Licensee shall by February 1, 2002, equip the City Council meeting room, upon authorization by the Mayor, with three remote controllable cameras, mounts, an accompanying remote controllable system and associated equipment necessary for cablecasting City Council meetings, and sufficient audio and lighting equipment, including installation, to be reasonably satisfactory to the Issuing Authority, with an equipment and installation cost of \$25,000.00 to \$30,000.00. Licensee shall within one hundred twenty (120) days from a written request of the Superintendent of Schools, but no sooner than February 12, 2002, equip a School Committee meeting room with three remote controllable cameras, mounts, an accompanying remote control

system and associated equipment necessary for cablecasting School Committee meetings, and sufficient audio and lighting equipment, including installation to be reasonably satisfactory to the Issuing Authority, with an equipment and installation cost of \$25,000.00 to \$30,000.00. Until May 5, 2002, the City Council and School Committee meeting room equipment shall be maintained and operated by Licensee. As of May 5, 2002, the foregoing meeting room equipment shall be property of the City and School Department respectively and after May 5, 2002, the City and School Department shall respectively be responsible for the costs of maintaining and repairing the meeting room equipment, however, the Access Corporation shall operate the equipment for regular meeting coverage.

(i) During the one year transition period, and throughout the balance of the license term, Licensee shall provide two (2) subscriber network downstream channels for public, educational and governmental access, which it will provide as follows: A composite public and municipal government access channel, currently Channel 10, is reserved for and dedicated to both Beverly public and municipal government access programming. An educational access channel shall continue to be made available for and dedicated to educational access programming. Effective May 4, 2002, said public and government access channel shall be under the management of the Access Corporation, subject to public and municipal access rights in accordance with the federal Cable Act, 47 U.S.C. 531 and the terms hereof. The educational access channel shall be under the management of the Beverly Public Schools for non-commercial educational and school-related programming and subject to such reasonable operating rules as the School Department may adopt. The access channels shall not include campaign advertising or paid political advertising or commercials, unless permitted by applicable laws and lawful channel rules, but may include

acknowledgments of support and underwriting, consistent with the standards applicable to non-profit public broadcasting stations.

(j) Residents of the City, and organizations based in the City, shall have the right to produce programming on the public access channel, and shall have access to facilities and equipment, upon completion of a training program, or upon certification of proficiency by Access Corporation staff, and shall have access to training. The foregoing shall be subject to lawful rules, if any, established by the Access Corporation, with consultation of the Issuing Authority. Public use of the access facilities and channels shall be on a first come first serve non-discriminatory basis subject to non-discriminatory and customary station scheduling practices and lawful standards.

(k)(i) The cable system shall be capable of cablecasting from the existing Tozer Road studio, from the new studio to which the Access Corporation relocates; from certain other I-Net sites previously connected to the old I-Net as listed in Schedule 5.5(a) attached hereto and from the new I-Net sites subject to Section 5.3. The costs of interconnecting the new studio location by hard wire to the Cable System old I-Net or other upstream interconnection (for use until such time as a new I-Net is completed and operable under Section 5.3), shall be shared equally by Licensee and from funds made available to the City (under Section 5.3) as follows: if the extension of the old I-Net to the new studio costs \$25,000.00 or less, Licensee's portion (one half) may be passed through over the balance of the term of the License and City's portion (one half) shall be credited against the new I-Net funds (under Section 5.3). In the event that the City locates the new studio a distance from the old I-Net requiring expenditure greater than \$25,000.00 but less than \$50,000.00, said amount above \$25,000.00 shall be credited against the Access Corporation's year one funding due on May 5, 2002 (payable when the I-Net extension is successfully

constructed). In the event that the City locates the new studio a distance from the old I-Net requiring expenditure greater than \$50,000.00 but less than \$75,000.00, the amount over \$25,000.00 shall be credited against the first two years of Access Corporation funding (in two equal credit amounts) including interest at prime plus two percent. In the event that old I-Net extension requires additional funding, it will be charged against Access Corporation funding over additional years in accordance with the foregoing \$25,000.00 per year charge against access funding. Licensee shall make its best efforts to enable such I-Net extension to the new studio at the lowest possible cost and Licensee will meet with the Issuing Authority's designee to discuss the new studio location and the manner of I-Net extension, including an estimated I-Net extension cost prior to proceeding (to enable the Issuing Authority to assess alternative studio locations). Each access channel shall have the ability to transmit upstream to the headend via an effective and reliable I-Net upstream channel.

(k)(ii) In the event that the Issuing Authority makes a written finding sent to Licensee by April 4, 2002, specifying exigent circumstances, that the City will require until August 4, 2002 to complete the new studio relocation as required under Section 5.1, then during the three month period between May 5, 2002 and August 4, 2002, the Access Corporation may have use of the existing Tozer Road studio (without having its legal address there) and shall be responsible for Beverly local and access programming, channels and equipment as set forth in Article 5 and in the same manner as applicable to the Access Corporation for the balance of the term of the License; and by said August 4, 2002, the Access Corporation shall in any event relocate to a new studio as otherwise set forth in said Article 5. Access Corporation use of the Tozer Road studio during such three month extension, if any, shall be subject to the hours and rules of studio operation otherwise applicable to access volunteers. At the end of said three month extension, if any, Licensee will assist with the relocation as set forth in Section 5.1(f) above.

(l) Licensee shall be responsible for the technical maintenance and signal quality of such downstream and upstream local channel transmissions notwithstanding the fact that Licensee is not responsible for the production quality of public, educational or government access productions nor is Licensee responsible for the access equipment not owned by Licensee. Signal transmission quality on such channels shall be commensurate with those which apply to Licensee's regular commercial channels and Licensee shall upon request provide copies of F.C.C. signal quality proofs of performance with respect to the access channels.

(m) During the one year prior to the Access Corporation assumption of public, educational and governmental access programming responsibilities, Licensee shall continue to operate the existing Tozer Road local programming studio (the "studio"), subject to the following: (i) During said one year transition, studio operating hours shall be not less than forty (40) hours per week, including field work by Licensee's employees, including evening and weekend hours, with not less than than thirty (30) hours being actual studio operation hours per week; (ii) During said one year studio transition, the studio staff shall provide training and reasonable technical assistance to access users, students and volunteer producers. Training shall include at least training in customary studio and field production, editing and post-production skills. Licensee shall operate the current studio and Licensee shall provide one full time staff person dedicated exclusively to Beverly or two 20 hour staff persons with each having 20 hours dedicated exclusively to Beverly during said one year transition; (iii) During said one year transition period, the existing studio shall continue to serve Beverly for educational, governmental and public access programming. During said one year transition, Licensee will be responsible to ensure coverage and cablecasting of regularly scheduled City Council and School Committee meetings. As the studio operations during the first year of the Renewal License do not involve increased funding relative to the level required under the Prior License, in accordance with the FCC's rules on external franchise costs, there shall be no pass-through or rate increase associated with said first year continuation of the

local studio; (iv) During the one year transition, the studio shall be under the management of the Licensee but subject to educational, governmental and public access in accordance with the terms hereof and Studio and other local programming shall be on dedicated local channels in accordance with the terms hereof. (v) During the one year transition period prior to the transfer of equipment to the Access Corporation, Licensee's community television/access van shall be available for community television and public, educational or governmental access use for Licensee's Beverly system upon seven days prior notice on a first come first serve basis, with no charge for such access use. The studio mobile production van shall be available for use subject to the Licensee's existing van rules or substantially equivalent rules (for the first year hereof).

(n) Should Licensee fail to timely make any payment required under this Renewal License, and should such failure continue for a period of 10 days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America plus two percent. Payment of this interest charge shall not preclude any other remedy available to the Issuing Authority under applicable law.

(o) To assure the ability of the City's public schools to distribute educational programming (video) to and from school buildings, the cable system or I-Net design shall be such that the primary educational access channel shall be capable of transmitting educational programming specifically from Beverly public schools to other Beverly public schools or to the subscriber network. In the event a new I-Net is built pursuant to Section 5.3 below, the foregoing shall be subject to said schools being on the list of new I-Net sites.

(p) Licensee agrees to "grandfather," that is to continue or not to remove, as applicable, any local origination or access equipment, modulators or facilities actually provided as of the expiration of the prior license, except where such removal of equipment or facilities is necessary

for technical or safety reasons, and is replaced by equipment with equivalent capability, or as otherwise consented to by the Issuing Authority. Notwithstanding any omission to expressly assign title or ownership of equipment to the Issuing Authority, if by any prior license or prior agreement title and ownership of any particular access equipment or facilities has been or was required to be assigned to the Issuing Authority, the Beverly Public Schools or other municipal agency, nothing in this License shall rescind such assignment of title or ownership to the Issuing Authority, Beverly public schools or other municipal agency.

(q) Based on prior license franchise related costs and other obligations to be assumed by the Access Corporation, it was a condition of the terms herein that Licensee's expenditure of \$50,000 to \$60,000.00 towards City Council and School Committee meeting room set-ups, and the \$125,000.00 towards studio relocation, renovation and start-up will not result in rate pass-through or rate increases to subscribers and likewise will not be line itemed on the bill. Similarly, based on prior license franchise related cost issues and obligations assumed by the Access Corporation, Licensee has agreed to reduce by 20 cents per month the amount it would pass-through to each subscriber based on franchise costs includable in rate pass-through calculations.

## **Section 5.2 Miscellaneous Access Corporation Matters**

(a) On or about the close of its fiscal year, the Access Corporation shall provide the Issuing Authority with an annual report describing studio activity and expenditures, not for Issuing Authority approval, but for Issuing Authority information and advisory consultation. Said report shall be annually copied to Licensee or earlier (after filing with Issuing Authority) if requested by Licensee. (b) Consistent with the current underwriting standards for Public Broadcasting System non-commercial television stations, notices of support and underwriting may be permitted within

or adjacent to access programs and revenues for same may be used for local access productions, however, the foregoing underwriting, if any, shall not be the responsibility of the Issuing Authority or Licensee, and any access producer benefiting from such underwriting shall be responsible for handling of same.

(c) The Issuing Authority and/or Access Corporation (and Licensee prior to May 4, 2002) may require members of the public to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the City, Licensee and Access Corporation harmless for same, subject to Cable Act and FCC requirements and neither Licensee, Access Corporation nor the Issuing Authority are intended to engage in pre-screening of public access program content except that Access Corporation previewing may be necessary where the Access Corporation has credible advance knowledge of unlawful programming, if authorized by Access Corporation rules. It is the intent of the parties that producers be on notice that neither the Licensee nor the Issuing Authority assume editorial responsibility for such individual's local productions and therefore are not liable for the errors, if any, of such individual local access producers. (d) It is the intent of the parties that following formation of the Access Corporation, said Access Corporation shall apply to the Internal Revenue Service for tax exempt status as a charitable non-profit corporation. (e) To inform the public about use of the local studio facilities and channels, the Access Corporation shall conduct periodic outreach to publicize same, including reasonable cablecasting notice of the availability of the equipment, facilities and of training. (f) Upon creation of the Access Corporation, the Access Corporation will be responsible for covering regularly scheduled City Council and School Committee meetings, and municipal meeting coverage shall be available for live cablecasting over the access channels of other cable operators licensed to provide service in Beverly, if any,

the access channels of other cable operators licensed to provide service in Beverly, if any, however, as a condition of the foregoing, Licensee may require such other cable licensee, if any, to pay the incremental costs resulting from the channel interconnection necessary for such cablecasting.

### **Section 5.3 BFN I-Net**

Licensee shall construct a new broadband fiber network (BFN) Institutional Network, with construction of same to be completed by February, 2003. Licensee shall expend three hundred thirty thousand (\$330,000.00) on the construction of said I-Net and I-Net hub and the Issuing Authority acknowledges that Licensee will not be able to reach and interconnect all municipal and school sites within the City with such expenditure level. Accordingly, Licensee will build the I-Net to interconnect as many of the sites as listed in the attached I-Net list (and in the order in which they are listed) as can be interconnected within said budget and shall provide such BFN I-Net and equipment as customarily provided and as further described in Schedule 5.3. Licensee warrants the performance of said new I-Net for video, audio and high speed data transmissions, allowing internet access over said new I-Net. The City will be responsible for end user equipment and the Licensee will otherwise be responsible for I-Net plant and hub maintenance. With respect to the Licensee constructed I-Net, the parties agree to meet to discuss new BFN I-Net locations, specifications and/or terms as reasonably needed for the parties to implement the new I-Net provided for herein. In the event of the new I-Net being activated and operational, the previously existing I-Net shall no longer be required hereunder. Sites connected to the previous I-Net and not on the new I-Net shall be deactivated.

#### **Section 5.4 - INTERNET ACCESS**

Through June, 2003 the Licensee will upon the request from the Beverly School Department, provide each public school in the City with one (1) free connection to on-line service for personal computers, at such locations as are designated by the City. At a minimum, such on-line service will provide access to the Internet. Each school will, if requested, receive one (1) free cable modem and free access to the on-line service. Said modems and on-line service shall continue to be provided or made available to the City public schools until June 30, 2003 at no charge to the City or School Department. The Licensee agrees to maintain one (1) free single-use connection and unlimited access to such on-line service to the main branch of the Beverly Library, pursuant to AT&T Broadband's's Library Connections program and subject to said Library's acceptance of AT&T Broadband's's Library Connections sponsorship requirements. Said Library facilities shall be used for the general benefit of the public. Licensee agrees that the schools may connect their own on-site networking equipment to said cable modems, subject to compatibility with Licensee's system, and upgrade at City's cost to a multi-user modem (permitting where technically feasible, interconnection of local area networks within a school building to such multi-user modem), however, Licensee shall not be responsible for the school networking equipment. In addition, upon availability of internet service to non-school municipal buildings, City offices shall be offered cable modem and cable modem services for transmissions on the residential cable system, to be purchased by the City pursuant to municipal discount programs if any, offered by Licensee. Schools and municipal buildings shall have a drop capable of providing cable modem service (or comparable technology or service) so long as such service is available within the City (and subject to said drop being used customarily by Licensee elsewhere in Massachusetts as the

means for delivery of such service), however, the foregoing does not imply a duty to provide cable modem service free of charge.

**Section 5.5 – EXISTING INSTITUTIONAL NETWORK (“I-NET”)**

(a) Licensee shall continue to maintain and operate the existing dual cable Institutional Network (“I-Net”) as provided under the Prior License with a minimum capacity of transmitting 35.6 MHz channels (or equivalent) in the upstream direction and 35.6 MHz (or equivalent) channels in the downstream direction, however this obligation shall terminate when the new I-Net is built and operational under Section 5.3 above. The foregoing shall have I-Net sites listed in Schedule 5.5(a). The existing I-Net will continue to be able to transmit video and audio from and among those buildings listed in Schedule 5.5(a) attached hereto, Licensee is required to maintain the I-Net for video and audio transmission as under the prior license at no charge to the City.

(b) The Licensee shall provide one (1) I-Net drop, free of charge, to each of the municipal buildings identified in Schedule 5.5(a). Additional I-Net drops, if any, in excess of the above shall be installed by the Licensee subject to payment by the City of the Licensee’s labor and material costs. The location of all new I-Net drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee. Licensee shall continue to maintain I-Net drops and outlets to municipal and school buildings and classrooms wired for the same prior to the Effective Date.

(c) Unless otherwise provided herein, the City and its designated I-Net users shall be solely responsible for any and all end user terminal interface equipment including but not limited to modulators, demodulators and associated video production equipment.

(d) The Licensee shall be responsible for any headend, I-Net hub site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers and switching equipment and other equipment located at the

headend or hub. The Licensee will continue the I-Net hub site at its current location. The Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted upstream to the headend via the I-Net channel and downstream on an Access Channel. Licensee shall continue to be responsible for the modulators for the access channels for video.

(e) The Licensee shall hold all rights and title in the physical property of the I-Net, but shall provide the City the right to use the I-Net, free of charge, throughout the remaining term of this Renewal License subject to the following conditions:

(1) The City may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes.

(f) The City shall have the right to use the I-Net, free of charge.

(g) The Licensee shall be responsible for maintenance of the I-Net in accordance with the following provisions:

(1) Licensee shall maintain I-Net video signal quality as prescribed by FCC Rules and Regulations, Part 76.

(2) Licensee shall reasonably determine and assign the transmit and receive frequencies for all I-Net users subject to reasonable consultation with the users.

(3) Licensee shall determine and design the correct signal strength levels necessary at each location.

(h) Notwithstanding any other provision herein, the City may contract with third parties jointly or individually for additional I-Net or related services, however, no such third party may provide any service pertaining to the underlying I-Net distribution plant for which Licensee is responsible without Licensee's consent.

### **Section 5.6 – ARCHIVING**

During the one year transition prior to the Access Corporation assuming responsibility for public, educational and governmental access programming, upon request of the Issuing Authority

or his designee, Licensee shall exercise best efforts to transfer to the Issuing Authority archived videotapes in its possession if pertaining to Beverly and its history, subject to applicable copyright laws.

**ARTICLE 6**  
**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Section 6.1 - CUSTOMER SERVICE**     The Licensee shall maintain a local office in the City which shall be open a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, and at other specially designated hours to meet subscriber needs, including payment of bills, equipment exchange and processing of complaints. Further, Licensee shall list a phone number for customer service for its 24 hour/7 day per week customer call center and said customer service shall have Beverly specific information about hours of local office operation, directions to the Beverly office and address of Licensee's local studio. The Issuing Authority and Beverly Cable Commission shall be provided with a telephone number of a Licensee administrative or government relations liaison responsible for Beverly matters.

**Section 6.2 - TELEPHONE ACCESS**

Licensee shall maintain a 24 hour, 7 day a week call center, with trained customer service personnel, to receive and log service calls and complaints. Licensee shall comply with the FCC standards regarding response to customer phone calls which standards are attached as Schedule 6.2 and made a part hereof.

Licensee's employees shall be informed how to respond in case of emergencies requiring standby technicians and Licensee shall call on standby personnel when it is evident that the complaints received are indicative of a problem affecting three (3) or more subscribers.

**Section 6.3 - INSTALLATIONS, OUTAGES AND SERVICE CALLS**

Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as Schedule 6.2.

#### **Section 6.4 - INSTALLATION**

(a) Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 AM to 5:00 PM weekdays).

(b) Licensee shall be responsible for picking up and changing converters at subscriber's request at no additional charge where such converter changeout is initiated by Licensee to provide additional channels that have become available as a result of Licensee's expansion of channel capacity. The foregoing shall apply within one year from the change of service offering. In order to improve service, Licensee reserves the right to offer subscribers the option of bringing converters in to a Licensee office for drop-off or exchange themselves.

#### **Section 6.5 - MINIMUM SUBSCRIBER INFORMATION**

Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the utilization of video cassette recorders (VCRs) with cable services(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as VCR kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et. seq.

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service.

#### **Section 6.6 - PARENTAL CONTROL**

(a) Upon request, and at no separate, additional charge, the Licensee shall provide subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge subscriber for use of said box.

#### **Section 6.7 - BILLING AND TERMINATION PROCEDURES**

Licensee will comply with the regulations of the Commission, 207 CMR 10.00 et. seq., as those regulations may be amended from time to time, and will inform all prospective subscribers of complete information about rates and charges for different levels of services and service calls, billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service. (See **Schedule 6.7** attached hereto.)

#### **Section 6.8 - VOLUNTARY DISCONNECTION OF SERVICE**

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to

Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate. Subscribers may be charged for unreturned equipment.

#### **Section 6.9 - BILLING DISPUTES**

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) working days of receiving notification from the subscriber. The subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

#### **Section 6.10 - PROTECTION OF SUBSCRIBER PRIVACY**

(a) Licensee shall respect the rights of privacy of every subscriber and/or user of the Cable Communications System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

(c) Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) Licensee shall notify all third parties who offer cable services in conjunction with Licensee, or independently over the Cable System, of the subscriber privacy requirements contained in this Renewal License.

**Section 6.11 - PRIVACY**

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System subscribers, Licensee shall provide a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing Licensee's policy for the protection of subscriber privacy. In addition, Licensee and its agents or employees shall not disclose to any third party a subscriber's name or address without obtaining affirmative consent of the individual subscriber to the extent required by law. Any such disclosure shall be in accordance with 47 USC 631.

**Section 6.12 - POLLING BY CABLE**

No poll or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

**Section 6.13 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Licensee or its agents or its employees shall not make available to any third party, including the City , information concerning the viewing habits, internet usage or subscription package decisions of any individual subscriber except as required by law.

**Section 6.14 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) Licensee shall make available for inspection by a subscriber at a reasonable time and place all personal subscriber information that Licensee maintains regarding said subscriber.

(b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to Licensee's Manager of Government Affairs.

**Section 6.15 - MONITORING**

Neither Licensee or its agents nor the City or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, without the prior written authorization of the affected subscriber or commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by

Licensee. Licensee shall not record or retain any information transmitted between a subscriber or commercial use and any third party, except as required for lawful business purposes Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected subscriber.

**Section 6.16 - EMPLOYEE IDENTIFICATION CARDS**

All of Licensee's employees, including repair and sales personnel, entering private property must have visible employee photo-identification card.

**Section 6.17 - TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS**

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this License.

**Section 6.18 - NON-DISCRIMINATION**

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

**Section 6.19 - MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS**

In the event the Licensee surveys the Beverly subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary.

**ARTICLE 7**  
**LICENSE ADMINISTRATION**

**Section 7.1 - REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Communications System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee. Licensee will notify the Issuing Authority's designee, currently the Cable Television Advisory Commission, of any material changes contemplated for the delivery of service in Beverly and following such notification consult with said Commission as reasonable to demonstrate compliance with the terms herein.

**Section 7.2 - INDEMNIFICATION**

(a) The Licensee shall indemnify and hold the City and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable to be installed pursuant to the License or exercise of any of its rights under this License. Upon receipt of notice in writing from the City, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

(b) In order for the City to assert its rights to be indemnified, defended, or held harmless, the City must:

- (1) promptly notify Licensee of any claim or legal proceeding which gives rise to such right;

- (2) the City shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the City, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee and further acceptance of any non-monetary settlement or term involving injunctive relief or orders affecting the City shall be subject to City's consent; and
- (3) the City shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

### **Section 7.3 - INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any renewal period pursuant to G.L.c. 166A, Section 5(f) with the City as a named insured (or listed insured so long as listed status does not affect substantive rights of City available as a named insured) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the City and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System or cable-related activity. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million

Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis, if requested by the City.

#### **Section 7.4 - PERFORMANCE BOND**

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the City, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the City in the sum of One Hundred Thousand Dollars (\$100,000) during periods of upgrade activity. When the Cable System upgrade is complete, the amount of the bond shall be reduced to the sum of Twenty-five Thousand Dollars (\$25,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the City for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that 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, upgrade, maintenance, operation or removal of the Cable Communications System, the City shall recover from the surety of such bond all damages up to the

limits insured by such bond, suffered by the City as a result thereof, within thirty (30) days after a 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. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

#### **Section 7.5 - SERVICE INTERRUPTIONS**

In the event that the Licensee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such subscriber a pro rata credit, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the subscriber.

#### **Section 7.6 - PERFORMANCE EVALUATION SESSIONS**

The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Communications System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the City and which are not considered proprietary by Licensee. Licensee

shall notify its subscribers of all performance evaluation sessions by announcements on the public access channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to preempt its regularly scheduled access programming to air these announcements.

**Section 7.7 - NON-PERFORMANCE BY THE LICENSEE**

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the City to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

**Section 7.8 - LICENSE FEE ENTITLEMENT**

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each year.

(b) In accordance with applicable law, the Issuing Authority may require, if requested in writing by the Issuing Authority, the advance payment (by Licensee) of not more than ten thousand dollars, of the License fees due under subsection (a) above, to be payable to the City or a designee of the City for access development or cable administration or related purposes.

**Section 7.9 - NOTICE OF COMPLAINT PROCEDURE**

Licensee shall periodically, and at various times of the day, present its business office and address and publicly listed telephone number by means of alphanumeric display on its local channel, however after May 4, 2002, Licensee may provide the foregoing information to the Access Corporation for cablecasting. Said notice shall inform subscribers of the procedures required to request service or register a complaint.

**Section 7.10 - SUBSCRIBER AND USER COMPLAINTS**

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints which it receives. The Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

**Section 7.11 - SUBSCRIBER COMPLAINT REPORT**

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, 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. Should the Commission eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

**Section 7.12 - INDIVIDUAL COMPLAINT REPORTS** Licensee shall, within ten (10) days after receiving a request therefore, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

**Section 7.13 - QUALITY OF SERVICE**

Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the City and Licensee, who is not an employee or agent of the Licensee of the City. Licensee shall pay for the costs of said engineer only if the tests performed show that Licensee is not in compliance with the standards set forth in Section 3.16 (Construction and Maintenance Standards) herein.

**Section 7.14 - SERVICE INTERRUPTION REPORT**

Licensee shall submit, on a form prescribed by the Commission, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 8.10 (Subscriber and User Complaints) herein.

**Section 7.15 - FINANCIAL REPORTS**

Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Commission, on forms prescribed by the Commission, a statement of its revenues and expenses for official use only. In addition, Licensee shall file annually with the the Issuing Authority a Form 300 (income statement), on forms prescribed by the Commission a Beverly-specific Form 300, upon written request for same by the Issuing Authority. A financial balance sheet, and a certified statement of gross revenues and statement of ownership shall be filed with the Division and Issuing Authority on forms required by the Division., Such statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee. In the event the Commission no longer requires or provides forms for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

**Section 7.16 - NUMBER OF SUBSCRIBERS**

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers, which may be included as part of the annual franchise fee payment under MGL ch. 166A, s.8.

**Section 7.17 - LINE EXTENSION REPORT**

The Issuing Authority may require Licensee to submit a report detailing the areas in the City in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

**Section 7.18- NON-EXCLUSIVITY OF REMEDY**

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 7.19 - REVOCATION OF RENEWAL LICENSE**

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L.c. 166A, Section 4, or any other rights available to the Licensee.

**Secton 7.20 – CABLE ADVISORY COMMITTEE**

The Issuing Authority may appoint, or continue the existing Cable Advisory Committee and delegate to it such functions as are lawful and customary.

**ARTICLE 8**  
**GENERAL PROVISIONS**

**Section 8.1 - 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 City of Beverly, on the other hand.

**Section 8.2 - 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 instrument in writing executed by the parties.

**Section 8.3 - CAPTIONS**

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

**Section 8.4 - SEVERABILITY**

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 thereof, all of which shall remain in full force and effect for the term of this License.

### **Section 8.5 - FORCE MAJEURE**

If for any 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. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

### **Section 8.6 - NOTICES**

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Mayor, Beverly City Hall, 191 Cabot Street, Beverly, MA 01915, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, AT&T Broadband, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Corporate Counsel, AT&T, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.

### **Section 8.7 - REMOVAL OF ANTENNAS**

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

### **Section 8.8 - SUBSCRIBER TELEVISION SETS**

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

### **Section 8.9 - COST OF PUBLICATION**

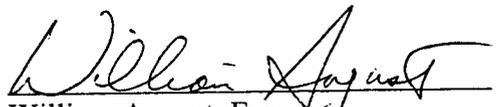
Licensee shall, upon request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute, a maximum of twenty-five (25) copies of the License.

### **Section 8.10 - JURISDICTION**

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, 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.

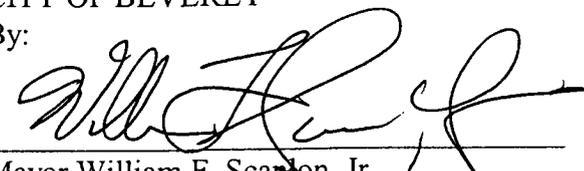
WITNESS OUR HANDS AND OFFICIAL SEALS, THIS <sup>th</sup> 26 DAY OF April, 2001.

Approved as to form:

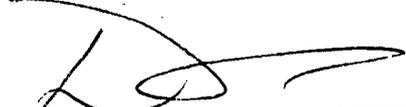
  
\_\_\_\_\_  
William August, Esq.  
for the City of Beverly

CITY OF BEVERLY

By:

  
\_\_\_\_\_  
Mayor William F. Scamron, Jr.

This License is hereby Accepted by:  
AT&T Broadband

  
\_\_\_\_\_  
David Grain  
Senior Vice President, Northeast Region

## TABLE OF SCHEDULES/EXHIBITS

Schedule 4.1	Initial Rates
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Schedule 4.1 Initial Rates

# AT&T Digital Cable TV

Open a whole new world with the next generation of television entertainment.



**BROADBAND**

## Basic Rates

	Basic Service	Expanded Basic Service	Standard Cable
Deerly	\$ 7.11	\$ 27.45	\$34.56
Topfield	\$ 6.47	\$ 29.47	\$35.94

- \* Any combination of service levels requires the purchase of the Basic Service tier.
- † Standard Cable includes Basic Service and Expanded Basic Service.

The minimum level of cable service you may purchase is BASIC SERVICE. As a cable customer, currently you must purchase BASIC SERVICE to subscribe to any other video service offered by the cable company. Service and equipment are subject to availability. All pricing, programming, channel locations are subject to change. Other limitations may apply. Please refer to Customer Policies, Complaint Procedures and Services Handbook.

## A la carte Services

HBO, HBO Plus	
HBO Signature	\$12.99
Cinemax	\$11.99
Showtime	\$11.99
The Movie Channel	\$11.99
NESN	\$ 9.95
STARZ! & Encore	\$11.99
Service Plus*	
Analog	\$ 2.00
Digital	\$ 4.95
TV Guide	\$ 3.95
NewChoice	\$ 3.95
IXM: Movies from Fox, Bravo, The History Channel, Turner Classic Movies, and Comedy Central	
Each	\$ 1.50
Interactive	
Program Guide †	\$ 2.95
Option Pack	
Interactive Guide and NewChoice	\$ 5.95
Analog Packages	
Plus	\$22.45
Select	\$24.95
Preferred	\$34.45
Ultra	\$44.45

- \* Charge for reception of premium service(s) or package on additional outlets.
- † Per outlet.

## IN DEMAND Pay-Per-View

Movies	\$ 3.99/Movie
Adult	\$11.99
Live Sports Events & Concerts	Prices Vary By Event

## AT&T Digital Packages

AT&T Digital Cable Standard \$8.95*	AT&T Digital Cable Plus \$29.95	AT&T Digital Cable Select \$32.95	AT&T Digital Cable Preferred \$39.95	AT&T Digital Cable Ultra \$49.95
<ul style="list-style-type: none"> <li>Basic Service</li> <li>Expanded Basic Service</li> <li>Standard Cable</li> </ul>	<ul style="list-style-type: none"> <li>Basic Service</li> <li>Expanded Basic Service</li> <li>Standard Cable</li> <li>HBO - The Works (6 channels)</li> <li>STARZ! (5 channels)</li> <li>Encore</li> </ul>	<ul style="list-style-type: none"> <li>Basic Service</li> <li>Expanded Basic Service</li> <li>Standard Cable</li> <li>HBO - The Works (6 channels)</li> <li>STARZ! (5 channels)</li> <li>Encore</li> <li>Cinemax (4 channels)</li> <li>Service Protection Plan</li> </ul>	<ul style="list-style-type: none"> <li>Basic Service</li> <li>Expanded Basic Service</li> <li>Standard Cable</li> <li>HBO - The Works (6 channels)</li> <li>STARZ! (5 channels)</li> <li>Encore</li> <li>Cinemax (4 channels)</li> <li>The Movie Channel (3 Channels)</li> <li>Showtime (5 Channels)</li> <li>Service Protection Plan</li> <li>Service Plus</li> </ul>	<ul style="list-style-type: none"> <li>Basic Service</li> <li>Expanded Basic Service</li> <li>Standard Cable</li> <li>HBO - The Works (6 channels)</li> <li>STARZ! (5 channels)</li> <li>Encore</li> <li>Cinemax (4 channels)</li> <li>The Movie Channel (3 Channels)</li> <li>Showtime (5 Channels)</li> <li>Service Protection Plan</li> <li>Service Plus</li> <li>NESN</li> <li>TV Guide Magazine (weekly)</li> </ul>

The purchase of premium channels, packages and a la carte services (including IN DEMAND Pay-Per-View) require an AT&T cable box/receiver. The rates for these services do not include the cost for Standard Cable or equipment. All rates do not include applicable regulatory fees, access fees or state & local taxes. ©2000 AT&T. All Rights Reserved.

## Installation, Service & Equipment Prices

<b>Un-wired Home Installation Charges:</b>	
Initial Home Installation (primary outlet only)	\$ 38.22
Customized Home Installation (per hour)	\$ 42.87
Installation of each Additional Outlet at time of Initial Installation	\$ 29.22
Installation of Additional Outlet at any other time	\$ 35.72
<b>Pre-wired Home Installation Charges:</b>	
Initial Home Installation (primary outlet only)	\$ 31.01
Initial Installation to Condo/Apartment (primary outlet only)	\$ 31.01
Electronic Activation of Service (no home visit required)	\$ 14.29
Customized Home Installation (per hour)	\$ 42.87
Activation of each Additional Outlet at time of Initial Installation	\$ 23.08
Activation of each Additional Outlet at any other time	\$ 30.22
<b>Service Call Charges:</b>	
Change of Service (requiring a home visit)	\$ 22.31
Home Service Visit (hourly charge for problems not related to AT&T equipment or cable digital 1/2 hour minimum applies)	\$ 42.87
<b>Connection Charges-Customer Equipment:</b> (includes VCR, games, IN DEMAND services and other equipment not owned by AT&T)	
Connection of Customer Equipment (per hour charge 1/2 hour minimum applies)	\$ 42.87
Install Home Amplifier at Initial Installation	\$ 21.62
Install Home Amplifier at any other time	\$ 50.16
<b>Equipment Charges (each):</b>	
Unreturned or Damaged Cable Box	\$175.00
Unreturned or Damaged Remote Control	\$ 11.00
Unreturned or Damaged Digital Receiver	\$345.00
A/B Switch or RF Bypass Purchase	\$ 11.00
Home Amplifier Purchase	\$ 58.00
<b>Transaction Fees:</b>	
Returned Check Fee	\$ 18.00
Late Fee (on overdue accounts, 6 months)	5%
Re-activation of Service to Overdue Account	\$ 15.00
Change of Service (via computer)	\$ 1.99
<b>Monthly Charges:</b>	
Addressable Cable Box	\$ 2.95
Remote Control	\$ .35
Service Protection Plan	\$ 1.95
Commercial and premium installations are priced separately. Depending on levels of service or programming taken, additional charges for equipment, time and materials may apply. Prices are exclusive of federal, state, and local taxes, franchise fees and related costs.	

MAR 29, 2001

5:54PM

MEDIA ONE

NO. 965

P. 7

**Schedule 4.3 Broad Categories of Programming**

## SIGNAL CARRIAGE AND PROGRAMMING

The Licensee shall provide the following broad categories of programming:

- News programming;
- Sports programming;
- Public affairs programming;
- Children's programming;
- Entertainment programming;
- Foreign language programming; and
- Local programming

**Schedule 4.4 Initial Program Services**

<input type="checkbox"/> 2 WGBH-2 (PBS)	<input type="checkbox"/> 34 E! Entertainment	<input type="checkbox"/> 65 STARZ!
<input type="checkbox"/> 3 AT&T Broadband 3	<input type="checkbox"/> 35 USA Network	<input type="checkbox"/> 66 Encore
<input type="checkbox"/> 4 WBZ-4 (CBS)	<input type="checkbox"/> 36 Lifetime	<input type="checkbox"/> 67 IN DEMAND PPV Info
<input type="checkbox"/> 5 WCVB-5 (ABC) (55)	<input type="checkbox"/> 37 A&E	<input type="checkbox"/> 68 Game Show Network
<input checked="" type="checkbox"/> New England	<input checked="" type="checkbox"/> The Learning Channel	Leased Access
Cable News (56)	<input checked="" type="checkbox"/> Discovery Channel	<input type="checkbox"/> 69 XM: Movies from Fox
<input type="checkbox"/> 7 WHDH-7 (NBC)	<input checked="" type="checkbox"/> Great Amer. Country	<input type="checkbox"/> 70 Bravo
<input type="checkbox"/> 8 PIN	<input type="checkbox"/> 41 Fox News	<input type="checkbox"/> 71 The History Channel
<input type="checkbox"/> 9 WMUR-9 (ABC)	<input type="checkbox"/> 42 CNN	<input type="checkbox"/> 72 Turner Classic Movies
<input type="checkbox"/> 10 Public Access	<input type="checkbox"/> 43 CNN Headline News	<input type="checkbox"/> 73 Cartoon Network
<input type="checkbox"/> 11 WENH-11 (PBS)	<input type="checkbox"/> 44 C-SPAN	<input type="checkbox"/> 74 Comedy Central
<input type="checkbox"/> 12 WLVI-56 (WB)	<input type="checkbox"/> 45 C-SPAN2	<input type="checkbox"/> 75 Sci-Fi Channel
<input type="checkbox"/> 13 WFXT-25 (FOX)	<input type="checkbox"/> 46 CNBC	<input checked="" type="checkbox"/> IN DEMAND PPV/
<input type="checkbox"/> 14 WSBK-38 (UPN)	<input checked="" type="checkbox"/> The Weather Channel	Adult PPV
<input type="checkbox"/> 15 WBPX-68 (PAX)	<input checked="" type="checkbox"/> ESPN Classic	<input checked="" type="checkbox"/> Animal Planet
<input type="checkbox"/> 16 WGBX-44 (PBS)	<input checked="" type="checkbox"/> ESPN	<input checked="" type="checkbox"/> TV Land
<input type="checkbox"/> 17 WUNI-27 (UNI)	<input checked="" type="checkbox"/> ESPN2	<input checked="" type="checkbox"/> The Movie Channel
<input type="checkbox"/> 18 WNDS-50 (IND)	<input checked="" type="checkbox"/> NESN	<input checked="" type="checkbox"/> Adult PPV
<input type="checkbox"/> 19 WXPB-60 (PAX)	<input checked="" type="checkbox"/> Fox Sports N.E.	<input checked="" type="checkbox"/> 65 HBO Family
<input type="checkbox"/> 20 WMFP-62 (IND)	<input checked="" type="checkbox"/> The Golf Channel	<input checked="" type="checkbox"/> 26 MoreMax
<input type="checkbox"/> 21 WHUB-66 (IND)	<input checked="" type="checkbox"/> Speedvision (52)	<input checked="" type="checkbox"/> 67 STARZ 2
<input type="checkbox"/> 22 Educational Access	<input checked="" type="checkbox"/> TNN (53)	<input checked="" type="checkbox"/> 21 Outdoor Life
<input type="checkbox"/> 23 WYDN-48 (IND)	<input checked="" type="checkbox"/> EWTVN/Boston	<input checked="" type="checkbox"/> 45 IN DEMAND PPV
<input checked="" type="checkbox"/> Disney Channel	Catholic/Insp. (64)	<input checked="" type="checkbox"/> 90 IN DEMAND PPV
<input checked="" type="checkbox"/> Nickelodeon	<input checked="" type="checkbox"/> QVC (65)	<input checked="" type="checkbox"/> 91 IN DEMAND PPV
<input checked="" type="checkbox"/> Fox Family Channel	<input checked="" type="checkbox"/> Women's	<input checked="" type="checkbox"/> 92 IN DEMAND PPV
<input checked="" type="checkbox"/> Travel Channel	Entertainment	<input checked="" type="checkbox"/> 93 IN DEMAND PPV
<input checked="" type="checkbox"/> MTV	<input checked="" type="checkbox"/> AMC (67)	<input checked="" type="checkbox"/> IN DEMAND PPV
<input checked="" type="checkbox"/> VH-1	<input type="checkbox"/> 60 HBO	<input type="checkbox"/> 95 IN DEMAND PPV
<input checked="" type="checkbox"/> FX	<input type="checkbox"/> 61 Cinemax	Info (57)
<input checked="" type="checkbox"/> TBS	<input checked="" type="checkbox"/> IN DEMAND PPV	<input type="checkbox"/> 98 Court TV
<input checked="" type="checkbox"/> 99 Home & Garden TV	<input checked="" type="checkbox"/> 65 HBO Plus	<input type="checkbox"/> 99 Telo italia/Trinity (60)
<input checked="" type="checkbox"/> 37 TNT	<input checked="" type="checkbox"/> 67 HBO Signature	<input checked="" type="checkbox"/> 99 Showtime (61)

Basic Service       Expanded Basic Service  
 Premium       Pay-Per-View       NewChoice

Beverly 2/1/01

**Schedule 5.1(c) Payments for Access Corporation**

**EXHIBIT 5.1 (c)**  
**Schedule of Annual Payments to Beverly Access Corporation**

May 4, 2002	\$ 150,000.00 (Pre-payment is possible pursuant to License.)
May 4, 2003	\$ 153,750.00
May 4, 2004	\$ 157,594.00
May 4, 2005	\$ 161,534.00
May 4, 2006	\$ 165,572.00
May 4, 2007	\$ 169,711.00
May 4, 2008	\$ 173,954.00
May 4, 2009	\$ 178,303.00
May 4, 2010	\$ 182,760.00

**Schedule 5.1(f) Studio Equipment Inventory**

## BEVERLY STUDIO INVENTORY

March 30, 2001

<u>ITEM</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL</u>	<u>LOCATION</u>
Teleprompter Monitor	Listec Video	A-2012	672	Studio A
Camera 1	Sony	DXC-325	13362	Studio A
Camera 2	Sony	DXC-325	12076	Studio A
Camera 3	Sony	DXC-325	13187	Studio A
Camera 4	Sony	DXC-325	13351	Studio A
Camera 4 Camera Adapter	Sony	CA-325	12955	Studio A Shelf
Camera 4 Eyepiece	Sony	DXF-325	13159	Studio A Shelf
3/4" Deck	Sony	VP-5000	40196	Control Rm A-Rack #7
3/4" Deck	Sony	VP-5000	50358	Control Rm A-Rack #7
3/4" Deck	Sony	VP-5000	16165	Control Rm A-Rack #6
3/4" Deck	Sony	VP-5000	57475	Control Rm A-Rack #6
3/4" Deck	Sony	VP-5000	46783	Control Rm A-Rack #6
3/4" Deck	Sony	VP-5000	12721	Control Rm A-Rack #6
B&W Video Monitor	Panasonic	WV-5200BU	24100629	Control Rm A-Rack #5
B&W Video Monitor	Panasonic	W-5200BU	24100630	Control Rm A-Rack #5
B&W Video Monitor	Panasonic	VN-5200BU	24100631	Control Rm A-Rack #5
Color Trinitron	Sony	CVM-1271	2016934	Control Rm A-Rack #5
MC Engineering Switch	N/A	N/A	N/A	Control Rm A-Rack #5
Playback Switcher	Leightronix	Pro-8	P8064	Control Rm A-Rack #5
Video Patch Panel				Control Rm A-Rack #4
Audio Patch Panel				Control Rm A-Rack #4
SVHS Recordable Deck	Sony	SVO-9600	11042	Control Rm A-Rack #4
Hi-8 Recordable Deck	Sony	EVO-9800	N/A	Control Rm A-Rack #4
CG Monitor	Commodore	1084S	XT 1020298	Control Rm A-Rack #4
CG	Commodore	Amiga 2000	CA 1015775	Control Rm A-Rack #4
Tuner	Kenwood			Control Rm A-Rack #3
3/4" VTR Deck	Sony	VO-9800	71715	Control Rm A-Rack #3
B&W Camera Monitor	Hitachi	VM-906AU	1083268	Control Rm A-Rack #3
B&W Camera Monitor	Hitachi	VM-906AU	1083280	Control Rm A-Rack #3
Color Preview Monitor	Sony	PVM-1350	2000516	Control Rm A-Rack #3
Talk Back	Bogen	C-10	AD-05-82	Control Rm A-Rack #2
Power Amplifier	GII	75	82D 01 MZ	Control Rm A-Rack #2
3/4" VTR Deck	Sony	VO-9800	71718	Control Rm A-Rack #2
B&W Camera Monitor	Hitachi	VM-906AU	108320	Control Rm A-Rack #2
Keyboard	Commodore	KQ-E94YC	MT9211	Edit One
CG Key	SuperGen	SX	SGX306460081	Edit One
Monitor	Sony	PVM-8041 Q	2005945	Dubbing Station
3/4" Recordable Deck	Sony	VO-5850	30906	Dubbing Station
Lavalier Microphone	Sony	ECM-44B	200419	Studio A Shelf
Lavalier Microphone	Sony	ECM-44B	21406	Studio A Shelf
Lavalier Microphone	Sony	ECM-44B	224973	Studio A Shelf
Lavalier Microphone	Sony	ECM-44B	230068	Studio A Shelf
Lavalier Microphone	Sony	ECM-55C	205306	Studio A Shelf
Shotgun Microphone	Semheiser			Studio A Shelf
Shotgun Microphone	Semheiser			Studio A Shelf
AC Power Supply	Sony	CMA-8	3615	Studio A Shelf
Body Pack Transmitter	Shure	L11-AA	T934283783	Studio A Shelf
Wireless Mic Receiver	Shure	L4-AA	R934275107	Studio A Shelf

Beverly Studio Inventory 3/30/01

Body Pack Transmitter	Shure	L11-AA	T934283784	Studio A Shelf
Wireless Mc Receiver	Shure	L4-AA	R934275108	Studio A Shelf
Portable 3/4" V-TR	Sony	VO-8800	14060	Studio A Shelf
Portable 3/4" VTR	Sony	VO-6800	11384	Studio A Shelf
Portable 3/4" VTR	Sony	VO-6800	10762	Studio A Shelf
Hi8 Camera	Sony	EVW-300	12147	Studio A Shelf
Eyepiece	Sony	DXF-501	23390	Studio A Shelf
Camera for Hi8 Docking	Sony	DXC-325	13014	Studio A Shelf
Hi8 Docking Deck	Sony	EVW-900	10288	Studio A Shelf
Eyepiece	Sony	DXF-325	13565	Studio A Shelf
Studio Camera Adapters	Sony	CA-325	12078	Studio A Shelf
Studio Camera Adapters	Sony	CA-325	12854	Studio A Shelf
Studio Camera Adapters	Sony	CA-325	12932	Studio A Shelf
Light Kit	Lowell			Studio A Shelf
Light Kit	Lowell			Studio A Shelf
Light Kit	Lowell			Studio A Shelf
Light Kit	Strand-Century			Studio A Shelf
Tripod	Vinten			Studio A
Tripod	Vinten			Studio A
Tripod	Vinton			Studio A
Light #1 -Broad				Studio A
Light #2-Mini Fresnel				Studio A
Light #3-Nhni Fresnel				Studio A
Light #5-Fresnel	Strand-Century			Studio A
16 Hi-8 Batteries				Studio A Shelf
Light # 11 -Mini Fresnel				Studio A
Light # 13-Mini Fresnel				Studio A
Light # 15-Elipsoidal				Studio A
Light # 17-Fresnel				Studio A
Light # 18-Scoop				Studio A
Light # 19-Mini Fresnel				Studio A
Light # 25-Broad				Studio A
Light # 26-Mini Fresnel				Studio A
Light # 27-Mini Fresnel				Studio A
Light # 28-Mini Fresnel				Studio A
Light # 29-Mini Fresnel				Studio A
Light # 30-Scoop				Studio A
Studio Curtain (black)				Studio A
Tripod 3192 w/#3066 Head	Bogen			Studio A
Tripod 3182 w/#3066 Head	Bogen			Studio A
Tripod	Sachtler			Studio A
Tripod 3046 w/#3063 Head	Bogen			Studio A

- end -

**BEVERLY PRODUCTION VAN INVENTORY**

April 12, 2001

ITEM	MODEL	MAKE	SERIAL	LOC
Van	Ford	Econoline	VIN#1FTEE14NXMHA61351	
Color monitor	Sony	Trinitron	2003016	Production van
Color monitor	Sony	Trinitron	2003010	Production van
B&W Video Monitor	Videotek		882093	Production van
B&W Video Monitor	Videotek		882094	Production van
B&W Video Monitor	Panasonic		58ZO3184	Production van
B&W Video Monitor	Panasonic		58ZO3183	Production van
B&W Video Monitor	Panasonic		58ZO3182	Production van
Special Effects Generator	Sony	SEG2000		Production van
Audio Amplifier	Realistic	SA150		Production van
Power Supply	Sony	CMA-8	36160	Production van
Power Supply	Sony	CMA-8	14948	Production van
Waveform & Vectorscope	Tektronix	1780R	B021697	Production van
Camera Control Unit	Sony	CCU-M5	12003	Production van
Camera Control Unit	Sony			Production van
Camera Control Unit	Sony			Production van
¼" Recorder	Sony	VO5800		Production van
¼" Recorder	Sony	VO5800		Production van
Time Base Corrector	CCDHP			Production van
12 Volt Battery Charger				Production van
Video Distribution Amp				Production van

**Schedule 5.3 BFN I-Net**

**Schedule 5.3**  
**NEW BFN INSTITUTIONAL NETWORK**

(a) By February 28, 2003, Licensee shall complete construction of a new, Broadband Fiber Institutional Network ("I-Net"). The I-Net shall be capable of transmitting video, audio, high speed data to support services such as internet access and telephony from and among those buildings and sites listed in Exhibit A attached hereto and made part hereof, however those buildings and sites shall be connected in the order they are listed in Exhibit A and only to the extent they can be included within Licensee's \$330,000.00 I-Net construction budget in accordance with the License. Said I-Net shall be capable of transmitting at standard Ethernet service speeds subject to the City providing appropriate end-user equipment. These speeds are currently indicated at 10 mbs and 10/100 base-T, however, the system shall be capable of higher standards depending on use of compatible end-user equipment. Until such new I-Net is constructed, the Licensee shall maintain upstream video programming on the existing I-Net in accordance with the Renewal License. The I-Net hub site shall be located and installed by Licensee at a municipal location substantially in accordance with the attached hub site specifications. The I-Net and AT&T Broadband fiber equipment will support 10 six MHz return path channels within a range of 29 six MHz channels from each location. The I-Net and forward fiber equipment will support 78 six MHz channels within a range of 106 six MHz channels.

(b) The Licensee shall provide and maintain one (1) I-net drop including associated node, without charge to the City and/or any designated institutions, to each of the municipal buildings identified in Exhibit A and connected to the I-Net subject to the terms hereof. Additional I-Net Outlets, if any, in excess of the above shall be installed by the Licensee subject to payment by the City of the Licensee's actual costs for time and materials plus a reasonable rate of return as provided for under law. The location of all I-Net Nodes and Outlets shall be determined jointly by the Licensee and the Issuing Authority, or its designee.

(c) The Licensee shall discuss the location of each Node with the appropriate officials in each I-net building(s), prior to the installation of such Node. The Issuing Authority shall designate such officials in writing to the Licensee. (The node shall be in the building unless the City requests that it be external to the building.)

(d) Upon request of the issuing Authority, the Licensee may extend the I-Net to include additional sites and/or buildings. Said extensions shall be subject to payment by the City of Licensee's actual costs for time and materials plus a reasonable rate of return as provided for under the law.

(e) Unless otherwise provided herein, the City and its designated I-Net Users shall be solely responsible for any and all user terminal interface equipment including, but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment, however, Licensee shall be responsible for providing and maintaining one modulator and demodulator supporting each activated Public, Educational and Governmental Access video channel. Licensee will also be responsible for providing and maintaining the underlying I-Net fibers, optical transmitting and receiving electronics (including common circuits and power supplies). At the I-Net hub, AT&T Broadband I-Net fibers will be terminated and for terminating the fibers AT&T Broadband will provide and maintain a fiber management system in racks with SCAPC connectors. (Exhibit D attachments illustrate the kind of nodes and I-Net hub equipment to be provided by Licensee within the stipulated budget, but Licensee reserves the right to use alternative functionally similar models.) AT&T Broadband will terminate fibers in wall mount units at each location. If needed, AT&T Broadband will replace the existing two modulators and demodulators now in use for PEG access channels. The Licensee shall also be responsible

for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted upstream to the Headend via the I-net channel and downstream on a PEG Access Channel.

(f) The City shall provide the Licensee with appropriate space for the I-Net Hub Site. The Licensee and the City agree to work jointly to ensure said space meets the criteria listed in Exhibit B attached hereto.

(g) For the term of this Renewal License, the Licensee shall hold all rights and title in the I-Net but shall provide the City the exclusive right to use the I-Net, free of charge, throughout the term of this Renewal License, provided that the City may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes.

(h) The I-Net shall be operated and maintained, at a minimum, in compliance with applicable FCC Technical Specifications. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the City or other User, the Licensee shall use its best efforts to resolve the technical problem as soon as practicable. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem, including the possibility of a performance test by Licensee of the I-net, if appropriate.

(i) The I-net shall be operated, maintained and serviced by the Licensee pursuant to Exhibit C, attached hereto and made a part hereof. The Licensee and a representative of the City shall meet to discuss operation of the I-net pursuant to Exhibit C.

(j) The City shall have the right to use the I-Net free of charge for such applications as are compatible with the I-Net, subject to the City providing compatible end-user equipment and software. The City may use the I-Net to provide Internet access to municipal and school locations along the I-Net, provided however it is the City's sole responsibility to secure access to an Internet gateway.

(k) The Licensee shall be responsible for 100% of the cost of constructing the I-Net to the sites listed in Exhibit A of Schedule 5.3 (not including end-user equipment), subject to rate pass-through in accordance with applicable law and the terms of this renewal license (e.g., limitation on number of sites based on budget).

(l) The new I-Net to be provided hereunder shall be usable for and compatible with the City's existing access video equipment and modulators.

(m) The I-Net will provide 4 active fibers to each location. Two fibers will support broadband (one forward and one return spectrum) with use determined by the City plus two fibers (fibers 3 & 4, the second pair) will support any use as determined by the City.

(n) The I-Net frequency ranges are between 5 and 180 mhz in the return frequencies (allowing any 10 active return 6 MHz channels from each location within said range) and between 222 and 860 mhz in the forward range (allowing 78 channels within said range).

See further information in attachments

**Schedule 5.3 , Exhibit A: List of BFN I-Net Sites**

**BEVERLY MUNICIPAL BUILDINGS**  
**I-LOOP in priority order**

1. **City Hall**  
191 Cabot Street  
Andrew Wood, Information Systems Manager  
978-921-6000
- 1A. New Access Corporation Studio (address to be determined)
2. **Public Services**  
148 Park Street  
Michael Collins, Director of Public Services  
978-921-6053
3. **City Hall Annex**  
188 Cabot Street  
Andrew Wood, Information Systems Manager  
978-921-6000
4. **Public Safety Headquarters**  
New Public Safety Building (currently being planned)  
near 181 Elliott Street  
Kenneth Pelonzi, Director of Public Safety  
978-922-2424
5. **Emergency Management Office**  
Emergency Management Garage and Operations Center  
43 L.P. Henderson Road  
Mark Foster, Emergency Management Director  
978-922-5680
6. **Main Library**  
Beverly Public Library  
32 Essex Street  
Thomas Scully, Library Director  
978-921-6062
7. **Beverly Farms Branch Library**  
Beverly Farms Branch Library  
24 Vine Street  
Thomas Scully, Library Director  
978-921-6062
8. **Council on Aging**  
Senior Center  
90 Colon Street  
Leslee Breen, Director  
978-921-6017

9. **School Administration Building**  
McKay Elementary School  
131 McKay Street  
Elizabeth Fratteroli, Principal  
978-921-6121
10. **School Transportation Office**  
25 Sohier Road  
Judy Mulligan, Business Manager  
921-6100
11. **Beverly High School**  
100 Sohier Road  
William Foye, Principal  
978-921-6132
12. **Briscoe Middle School**  
20 Sohier Road  
John Aucone, Principal  
978-921-6103
13. **Memorial Middle School**  
502 Cabot Street  
Donna Jenko  
978-921-6110
14. **Recreation Department**  
55 Ober Street  
Joan Fairbank, Director of Recreation  
978-921-6067
15. **West Street Fire Station**  
West and Hale Streets  
Kenneth Pelonzi, Director of Public Safety  
978-922-2424
16. **New Brimbal Avenue Fire Station (currently being planned)**  
opposite 133 Brimbal Avenue  
Kenneth Pelonzi, Director of Public Safety  
978-922-2424
17. **Various Schools (should be done as a group)**  
Choices Alternative School  
130Q Cummings Center

Ayers/Ryal Side Elementary School  
40 Woodland Avenue  
Rhonda Gauthier, Principal  
978-921-6116

Centerville Elementary School  
William Foley, Jr., Principal  
17 Hull Street  
978-921-6120

Cove Elementary School  
20 Eisenhower Avenue  
Elizabeth Fratteroli, Principal  
978-921-6121

Hannah Elementary School  
41-R Brimbal Avenue  
Jacqueline Rapisardi, Principal  
978-921-6126

James L. McKeown Elementary School  
70 Balch Street  
Colleen McBride, Principal  
978-921-8303

North Beverly Elementary School  
48 Putnam Street  
Thomas Kokas, Principal  
978-921-6130

Patten Elementary School (located in the High School building)  
26 Russell Street  
Clayton Stackpole, Principal  
978-921-6139

18. **Airport**  
L.P. Henderson Road  
Robert Mezzetti, Airport Manager  
978-921-6072
19. **Harbor Management Authority**  
Beverly Harbor Center  
11 Cabot Street  
Daniel McPherson, Harbormaster  
978-921-6059

## Schedule 5.3, EXHIBIT B

### Institutional Network Hub Specifications

The Institutional Network hub is a mini-headend located within the community to process video, audio, telephony and data services at the local level to and among connected I-Net sites listed in Exhibit A. The I-Net hub will be located in a City building, school or other location designated by the community. This hub location will also serve as a backbone connections linking the AT&T Broadband master headend facility to forward PEG access (video and audio) and studio signals for insertion onto the forward residential network. The community will be responsible to provide adequate space, electrical powering, ventilation, security, and reasonable access for cabling and maintenance. The equipment used in an I-net hub will vary depending on the license commitments and contractual obligations with the community.

### I-Net Hub Physical Space and Electrical Requirements:

1. Provide sufficient space to accommodate one or more racks of equipment measuring approximately 70" tall, 26" wide and 30" deep. This includes front and rear access to the rack with 24" doors. The exact number of racks is determined from final design and depends on equipment requirements of a particular community to fulfill the franchise obligation.
2. Electrical outlet will be a separate 20 amp service from a circuit breaker panel to each equipment rack(s) using a MIMA L5-20 twist lock connector or equivalent.
3. Equipment location will require ventilation and/or air conditioning to maintain a reasonably consistent operating environment. The temperature should be consistent within an operating range of 60 to 80 degrees.
4. Equipment will be located in a secure area with access limited to mutually agreed upon City designated personal and AT&T Broadband technicians.
5. Access to equipment will be needed by designated AT&T Broadband employees for installation, repair and maintenance during and after normal business hours.
6. A pathway through the building from the designated I-net hub equipment room location to the outside cable will be necessary to route fiber optic cable and hard-line coax for signal distribution.

## EXHIBIT C

The Licensee shall maintain an I-net as prescribed by FCC Rules and Regulations, 47 C.F.R. 76. The foregoing being applicable to video but not data, Licensee shall maintain the I-Net for data transmissions in accordance with reasonable industry data standards. In order to ensure that the I-Net properly transmits data, Licensee shall periodically or as needed conduct continuity checks. When the I-Net is constructed, upon written request of the City, AT&T Broadband will provide an "optical link loss budget" for fiber terminations for the 4 active fibers (not the spare fibers). Installed fiber will have on average .5 db optic loss per mile.

The Licensee shall determine and assign the transmit and receive frequencies for all I-net users, with reasonable consultation with the City's designee, and advise the Issuing Authority of such frequencies in writing.

The Licensee shall determine and design the correct signal strength levels necessary at each location identified in Exhibit A of this Renewal License.

The City may install its preferred equipment, provided, however, the data equipment to be used has been pre-approved by Licensee in advance of the connection to the I-net, which pre-approval shall not be unreasonably denied. Pre-purchase approval is recommended. Licensee shall designate an individual person To be available for handling such pre-approval requirements and I-Net questions.

The City shall designate a certified, experienced data communications professional (ex., MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the City for, among other things, all setup and ongoing operations of LAN to LAN connectivity over the I-Net, excepting portions of I-Net under AT&T Broadband's responsibility.

The Licensee's role in supporting free data transmission shall be limited to the services outlined above.

Any user who causes interference or renders the I-Net system ineffective shall be notified and disconnected by the Licensee after prior consultation with the Issuing Authority and prior notice to any such user. Upon resolution of such issue a disconnected user shall be re-instated at the request of the Issuing Authority.

Attachments

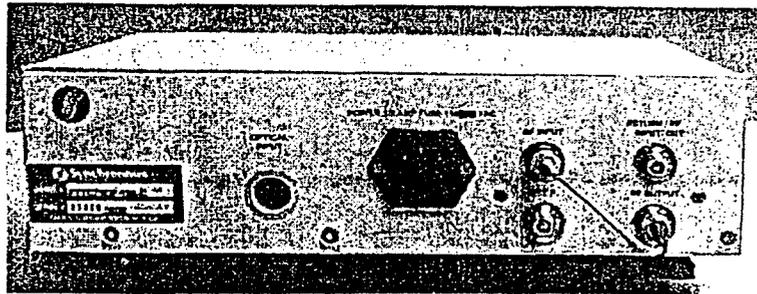
Schedule 5.3, Exhibit D

The following attachments illustrate the kind of nodes and I-Net hub equipment to be provided by Licensee within the stipulated budget, but Licensee reserves the right to use alternative functionally similar models.

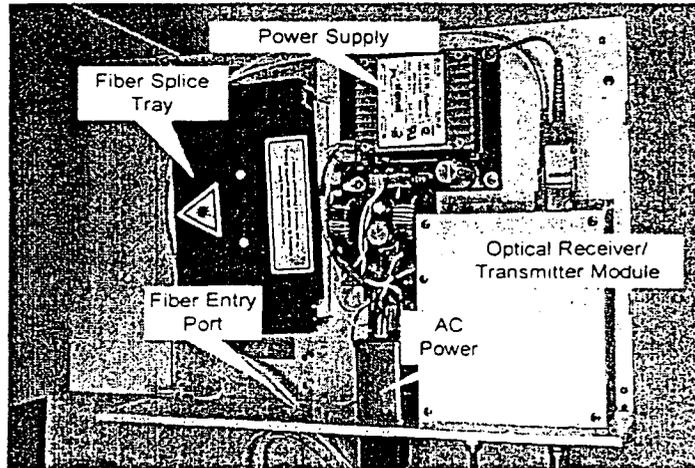
## Institutional Network Electronics

- Synchronous FTTC Fiber Node
- Synchronous AMLT Optical Transmitter
- ANTEC Pedestal Fiber Node
- PCI Signal Splitting and Combining System
- I-Net Hubsite Systems
- Simplified Hubsite Wiring

## Synchronous FTTC Fiber Node

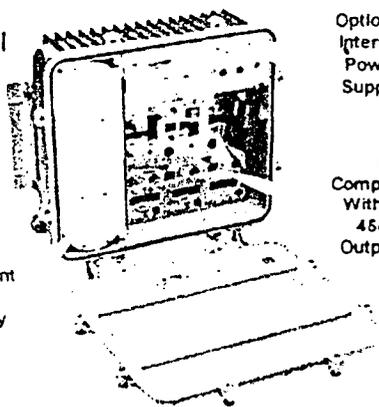


# Inside The Synchronous Node



# ANTEC Pedestal Node

ANTEC Pedestal Node



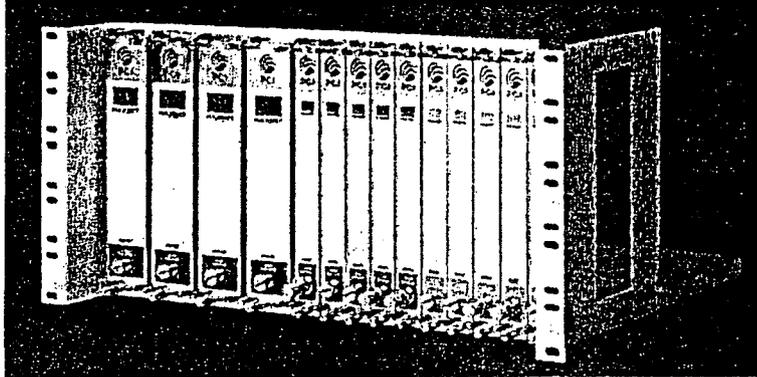
Optical Compartment And Fiber Splice Tray

Optional Internal Power Supply

RF Compartment With Three 45dbmv Output Port

*larger output to support more capacity (added capacity)*

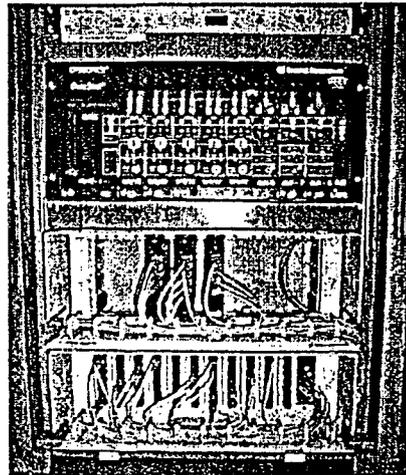
## I-Net Signal Splitting and Combining System



PCI Technologies Frame – Front View

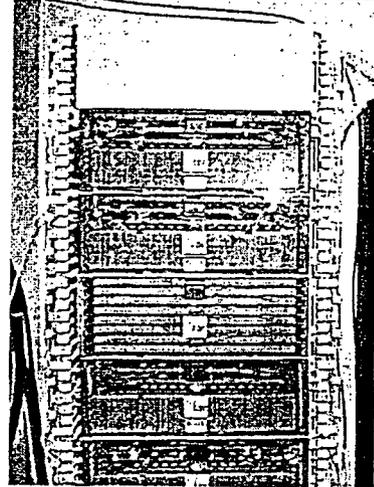
## Small I-Net Hubsite

- Small Size Hubsite
- Single Rack
- Small Fiber Enclosure
- Jerrold Optical Fiber Equipment
- Cadco Video Signal Processing Equipment



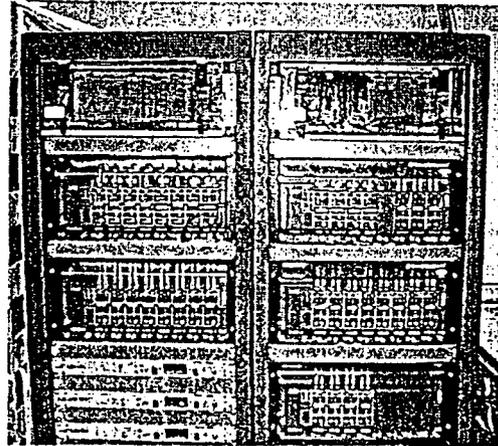
## Large System I-Net Hubsite Fiber Management

- Floor Mounted Rack Fiber management System
- Splice Enclosures
- Connections and Routing To RF and Optics Frames

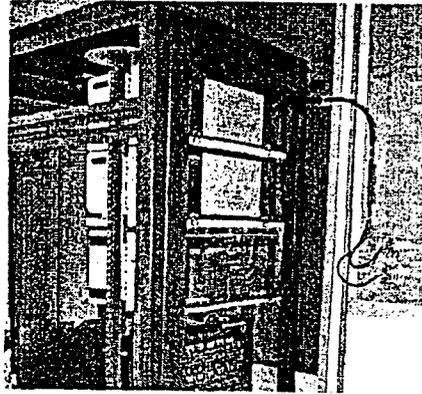


## Large System I-Net Hubsite R.F. and Optical Signal Processing

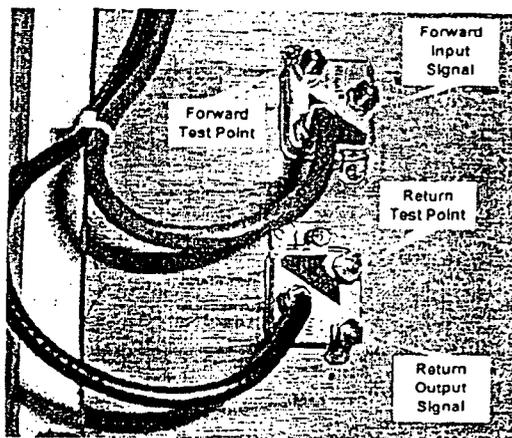
- Jerrold Omni Optical Frames
- Optical Splitter Baskets
- Cadco Video Processing Equipment



## Customer Interface Connections



## Customer Interface Connection



# Broadband Fiber Network

## Discussion:

The BFN Institutional Network (I-NET) design is an all fiber network utilizing a star architecture emanating from the hubsite located within the community to all other remote locations. Each location utilizes four-fiber connectivity from the community hubsite to each remote location. One fiber pair supports a bi-directional communication link to transport all broadband services between locations on the network. The second fiber pair is dedicated for the communities exclusive use under the terms of the franchise agreement.

## Design Criteria:

The broadband segment supports a bi-directional communications link to all network locations utilizing the spectrum between 222-860Mhz for the forward distribution, and 5-180Mhz for the return path. An optional fiber link between the AT&T Headend facility and the community hubsite may be constructed to transport PEG and ACCESS channels inserted into the residential network.

The BFN advantage over coax includes:

- No active field electronic components to cause disruptions in service
- No monthly recurring power supply or other operating cost
- No preventative or routine maintenance required to field components
- Greatly increased life expectancy of the network before replacement
- Increased bandwidth and data handling capacity over coax
- Not subjected to ingress, plant related interference's and distortions
- Greater potential for future expandability

## Specifications

Equipment:	ANTEC or Synchronous Optical Node at all community locations
Design:	Forward: 222 to 860Mhz / Return: 5 to 180Mhz
Channel Capacity:	106 Forward Channels / 29 Return Channels
Channel Loading:	78 Forward Channels / 10 Return Channels
Signal Level:	RF output level from the node is between +30-45dbmv
Drop Capacity:	1 drop to 500 feet , 2 drops to 250 feet , 4 drops to 100 feet
Distortions:	C/N greater than -48db typical CTB less than -60dbc typical CSO less than -60dbc typical
Powering:	110VAC / 25 watts maximum
Optical:	1310nm wavelength transmit /1200 to 1600nm wavelength receive

Schedule 5.5(a) Existing I-Net Sites ("Old I-Net")

BEV-TV Studio, Tozer Road  
City Hall  
Beverly Public Library (Main Branch)  
Council on Aging  
Beverly High School  
Memorial Middle School  
Briscoe Middle School  
McKeown Elementary School

**Schedule 6.2    Customer Service Obligations**

**EXHIBIT**  
**FCC CUSTOMER SERVICE OBLIGATIONS - 47 CFR §76.309**

Sec. 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers

(i) Notifications to subscribers

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds. Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions

(i) Normal business hours. The term "normal business hours" means those hours during which most similar businesses 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.

(ii) Normal operating conditions. The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator 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 ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

**Schedule 6.7      Billing and Termination Regulations**

207 CMR 10.00 BILLING AND TERMINATION OF SERVICE

Section

- 10.01: Billing Practices Notice
- 10.02: Services, Rates and Charges Notice
- 10.03: Form of Bill
- 10.04: Advance Billing and Issuance of Bills
- 10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service
- 10.06: Charges for Disconnection or Downgrading of Service
- 10.07: Billing Disputes
- 10.08: Security Deposits

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

10.02: continued

(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

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

- (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill and or subscribers rights under 207 CMR 10.07 in the event of a billing dispute;
- (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
- (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
- (d) separate itemization of each rate or charge levied or credit applied, including but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) the date on which payment is due from the subscriber.

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

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

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

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

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

10.05 continued

- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
- A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - A charge of not more than 5% of the balance due may be imposed as a one-time late charge.
  - No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06 Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
- A subscriber requests total disconnection from cable service; or
  - A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07 Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

10.07 continued

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

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

10.08: Security Deposits

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

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

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

REGULATORY AUTHORITY

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