



**AT&T Broadband**

6 Campanelli Drive  
Andover, MA 01810

Phone 978 683-5500

Fax 978 683-6631

Human Resources Fax 978 975-8732

Legal Fax 978 683-7057

Marketing Fax 978 683-8379

March 22, 2002

VIA AIRBORNE EXPRESS

Board of Selectmen  
Town of Georgetown  
One Library Street  
Georgetown, MA 01833

**Re: Georgetown Renewal Cable Television License**

Dear Chairman and Members of the Board:

Enclosed please find two (2) fully executed originals of the Cable Television Renewal License between the Town of Georgetown and AT&T CSC, Inc., offering services as AT&T Broadband, dated March 11, 2002. The term is for ten (10) years, which commenced on March 11, 2002 and will expired at midnight on March 10, 2012.

If you have any questions, please feel free to contact me. Thank you.

Sincerely,

Ronni A. Ricker  
Coordinator of Legal  
& Regulatory Affairs

/rar

Enc.

cc: Cable Advisory Committee – c/o Town Hall  
William August, Esq. – Epstein & August, LLP  
Brian Merrick - Massachusetts Cable Television Division Municipal Liaison  
Mark Reilly, Esq. - AT&T Broadband Vice President of Law & Public Policy (3<sup>rd</sup> original)  
Nick Leuci - AT&T Broadband Director of Government Affairs (4<sup>th</sup> original)  
Jane Lyman - AT&T Broadband Manager of Government Affairs  
AT&T Broadband Accounting Dept.  
AT&T Broadband Corporate Law Dept.

**RENEWAL**  
**CABLE TELEVISION LICENSE**  
**FOR**  
**THE TOWN OF**  
**GEORGETOWN, MASSACHUSETTS**

**March 11, 2002 – March 10, 2012**

## Table of Contents

### **INTRODUCTION**

<b>ARTICLE 1 DEFINITIONS .....</b>	<b>6</b>
SECTION 1.1--DEFINITIONS.....	6
<b>ARTICLE 2 GRANT OF RENEWAL LICENSE.....</b>	<b>11</b>
SECTION 2.1 - GRANT OF RENEWAL LICENSE.....	11
SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.C. 166A §§3(D) AND 13].....	11
SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS .....	12
SECTION 2.4 - RENEWAL .....	12
SECTION 2.5 - POLICE AND REGULATORY POWERS.....	12
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE.....	12
SECTION 2.7--TRANSFER OF THE RENEWAL LICENSE.....	13
SECTION 2.8--EFFECT OF UNAUTHORIZED TRANSFER ACTION.....	14
<b>ARTICLE 3 CABLE SYSTEM DESIGN .....</b>	<b>15</b>
SECTION 3.1-- CABLE SYSTEM.....	15
SECTION 3.2--EMERGENCY ALERT OVERRIDE .....	15
SECTION 3.3--PARENTAL CONTROL CAPABILITY.....	15
SECTION 3.4--SERVICE QUALITY .....	15
<b>ARTICLE 4 CABLE SYSTEM SERVICE AREA AND LINE EXTENSION .....</b>	<b>16</b>
SECTION 4.1-GENERAL POLICY .....	16
SECTION 4.2- CABLE PLANT EXTENSION POLICY .....	16
SECTION 4.3--LINE EXTENSION PROCEDURES .....	16
SECTION 4.4--COMMERCIAL ESTABLISHMENTS.....	17
<b>ARTICLE 5 CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS.....</b>	<b>17</b>
SECTION 5.1--LOCATION OF CABLE TELEVISION SYSTEM .....	17
SECTION 5.2--NOTICE CONCERNING CONSTRUCTION ACTIVITIES.....	17
SECTION 5.3--UNDERGROUND FACILITIES.....	17
SECTION 5.4--TREE TRIMMING.....	18
SECTION 5.5--RESTORATION TO PRIOR CONDITION .....	18
SECTION 5.6--TEMPORARY RELOCATION.....	18
SECTION 5.7--DISCONNECTION AND RELOCATION .....	19
SECTION 5.8--SAFETY STANDARDS.....	19
SECTION 5.9--PEDESTALS .....	19

SECTION 5.10--PRIVATE PROPERTY.....	19
SECTION 5.11--RIGHT TO INSPECTION OF SYSTEM.....	20
SECTION 5.12--CABLE SYSTEM MAPS.....	20
SECTION 5.13--SERVICE INTERRUPTION.....	20
SECTION 5.14--SERVICE OUTAGE NOTIFICATION.....	20
SECTION 5.15--"DIG SAFE".....	20
<b>ARTICLE 6 SERVICES AND PROGRAMMING.....</b>	<b>21</b>
SECTION 6.1--BASIC SERVICE.....	21
SECTION 6.2--PROGRAMMING.....	21
SECTION 6.3--TWO-WAY CAPABILITY.....	21
SECTION 6.4--LEASED CHANNELS FOR COMMERCIAL USE.....	22
SECTION 6.5--CONTINUITY OF SERVICE.....	22
SECTION 6.6--FREE DROPS AND MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS.....	22
SECTION 6.7-- FREE DROPS AND MONTHLY SERVICE TO PUBLICSCHOOLS.....	23
<b>ARTICLE 7 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT.....</b>	<b>24</b>
SECTION 7.1--PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS.....	24
SECTION 7.2--PEG ACCESS CHANNELS.....	25
SECTION 7.3--ANNUAL SUPPORT FOR PEG ACCESS.....	26
SECTION 7.4--PEG ACCESS CAPITAL FUNDING.....	27
SECTION 7.5--MODULATORS.....	27
SECTION 7.6--EQUIPMENT OWNERSHIP.....	27
SECTION 7.7--RE-COMPUTATION.....	28
SECTION 7.8--PEG ACCESS PAYMENTS.....	28
SECTION 7.9--PEG ACCESS CHANNELS MAINTENANCE.....	28
SECTION 7.10--ACCESS CABLE-CASTING.....	28
SECTION 7.11--CENSORSHIP.....	29
SECTION 7.12--PEG ACCESS PROGRAMMING COSTS.....	29
<b>ARTICLE 8 LICENSE FEES.....</b>	<b>2930</b>
SECTION 8.1--LICENSE FEE ENTITLEMENT.....	2930
SECTION 8.2--PAYMENT.....	30
SECTION 8.3--OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS.....	30
SECTION 8.4--LATE PAYMENT.....	31
SECTION 8.5-- RECOMPUTATION.....	31
SECTION 8.6--AFFILIATES USE OF SYSTEM.....	3132
SECTION 8.7--METHOD OF PAYMENT.....	32
<b>ARTICLE 9 RATES AND CHARGES.....</b>	<b>32</b>
SECTION 9.1 - RATES AND CHARGES.....	32
<b>ARTICLE 10 REGULATORY OVERSIGHT.....</b>	<b>33</b>
SECTION 10.1 - INDEMNIFICATION [SEE G.L.C. 166A §5(B)].....	33
SECTION 10.2 - INSURANCE [SEE G.L.C. 166A §5(C)].....	33
SECTION 10.3 - PERFORMANCE BOND [SEE G.L.C. 166A §5(K)].....	34
SECTION 10.4 - REPORTS [SEE G.L.C. 166A §§8 AND 10].....	34
SECTION 10.5- EQUAL EMPLOYMENT OPPORTUNITY.....	35
SECTION 10.6 - REVOCATION OF LICENSE [SEE G.L.C. 166A §11].....	35
SECTION 10.7 - NOTICE AND OPPORTUNITY TO CURE.....	36
SECTION 10.8 - REMOVAL OF SYSTEM [SEE G.L.C. 166A].....	36
SECTION 10.9 - INCORPORATION BY REFERENCE.....	36

<b>ARTICLE 11 DETERMINATION OF BREACH .....</b>	<b>37</b>
<b>LIQUIDATED DAMAGES-LICENSE REVOCATION.....</b>	<b>37</b>
SECTION 11.1---DETERMINATION OF BREACH.....	37
SECTION 11.2---LIQUIDATED DAMAGES.....	38
SECTION 11.3---REVOCATION OF THE RENEWAL LICENSE .....	39
SECTION 11.4---TERMINATION .....	39
SECTION 11.5---NOTICE TO TOWN AND/OR THE LICENSEE OF LEGAL ACTION .....	39
SECTION 11.6---NON-EXCLUSIVITY OF REMEDY.....	39
SECTION 11.7---NO WAIVER-CUMULATIVE REMEDIES.....	3940
<b>ARTICLE 12 MISCELLANEOUS.....</b>	<b>40</b>
SECTION 12.1 - SEVERABILITY.....	40
SECTION 12.2 - FORCE MAJEURE .....	40
SECTION 12.3 - NOTICES .....	41
SECTION 12.4 - ENTIRE AGREEMENT.....	41
SECTION 12.5 - CAPTIONS.....	41
SECTION 12.6 - WARRANTIES .....	41
SECTION 12.7 - APPLICABILITY OF RENEWAL LICENSE .....	42
<b>EXHIBIT 1 .....</b>	<b>44</b>
PROGRAMMING AND INITIAL SIGNAL CARRIAGE .....	44
<b>EXHIBIT 2 .....</b>	<b>45</b>
LICENSEE'S EQUIPMENT COMPATIBILITY OPTIONS .....	45
<b>EXHIBIT 3 .....</b>	<b>46</b>
FREE DROPS AND MONTHLY VIDEO SERVICE TO NON-SCHOOL, MUNICIPAL BUILDINGS .....	46
<b>EXHIBIT 4 .....</b>	<b>47</b>
FREE DROPS AND MONTHLY VIDEO SERVICE TO PUBLIC SCHOOL BUILDINGS .....	47
<b>EXHIBIT 5 .....</b>	<b>48</b>
LIST OF PCF INSTITUTIONAL NETWORK SITES .....	48
<b>EXHIBIT 6 .....</b>	<b>49</b>
GROSS ANNUAL REVENUES REPORTING FORM.....	49

# **GEORGETOWN RENEWAL LICENSE**

## **INTRODUCTION**

WHEREAS, AT&T CSC, Inc., offering services as AT&T Broadband (hereinafter "AT&T Broadband" or "Licensee"), is the duly authorized holder of a license to operate a Cable Communications System in the Town of Georgetown, Massachusetts (hereinafter the "Town"), said license having originally commenced on August 25, 1991;

WHEREAS, AT&T Corp., the parent company of AT&T CSC, Inc., and Cablevision of Massachusetts, Inc. (herein after "Cablevision") filed the Massachusetts Form 394 with the Town on June 19, 2000 requesting approval for AT&T to acquire the Georgetown Cable Communications System from Cablevision as part of a transaction, of which the Town submitted its grant of approval by way of a letter dated August 7, 2000; and

WHEREAS, AT&T Broadband, formally known by the Town as Cablevision, filed a written request for a renewal of its license by letter dated October 2, 1998 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated August 25, 2001;

WHEREAS, there has been an opportunity for public comment, as required by Section 626 of the Cable Communications Policy Act;

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of AT&T Broadband's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal;

NOW THEREFORE, after due and full consideration, the Town and AT&T Broadband agree that this Renewal License is issued upon the following terms and conditions:

## **ARTICLE 1 DEFINITIONS**

### **SECTION 1.1---DEFINITIONS**

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

- 1) **Access:** The right or ability of any Georgetown resident and/or any persons affiliated with a Georgetown institution to use designated facilities, equipment and/or channels of the Cable Television System,
- 2) **Access Channel:** A video channel which the Licensee shall make available to the Town of Georgetown and/or the Access Corporation, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- 3) **Access Corporation:** G/G PACT Inc., or its successor as designated by the Issuing Authority of the Town of Georgetown, for the purpose of operating and managing the use of public, educational and governmental access funding, facilities and Access Channels.
- 4) **Advisory Committee:** The Cable Advisory Committee as may be appointed and designated by the Issuing Authority, from time to time.
- 5) **Affiliate or Affiliated Person:** When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- 6) **Basic Service:** Any service tier which includes the retransmission of local television broadcast Signals
- 7) **CMR:** The acronym for the Code of Massachusetts Regulations.

- 8) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- 9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.
- 10) Cable Modem: A device connecting a Subscriber to interactive services over the Cable System.
- 11) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.
- 12) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.
- 13) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- 14) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- 15) Department of Public Works (DPW): The Highway Department of the Town of Georgetown, Massachusetts.
- 16) Downstream Channel: A channel over which signals travel from the Cable System Headend to an authorized recipient of Programming.
- 17) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.
- 18) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Town and/or the Access Corporation for educational institutions and/or educators wishing to present non-commercial educational Programming and information to the public.
- 19) Effective Date of the Renewal License (the "Effective Date"): March 11, 2002.
- 20) Execution Date of the Renewal License (the "Execution Date"): March 11, 2002.

- 21) FCC: The Federal Communications Commission, or any successor agency.
- 22) Fiber Node or Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.
- 23) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Town and/or the Access Corporation for the presentation of non-commercial governmental Programming and/or information to the public.
- 24) Gross Annual Revenues - Consideration of any form or kind received by the Licensee for the provision of Cable Service(s) over the Cable Communications System including, without limitation: Basic Broadcast Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; revenues received from all Cable Modem Services, unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such Cable Modem Service is not legally deemed to constitute a Cable Service; all commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenue; converter, remote control and other equipment rentals and/or leases or sales; advertising revenues; and all other revenue(s) derived by Licensee from the sale of products in any way advertised or promoted on the Cable Communications System. In the event that another entity is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by the entity for said entity's use of the Cable Communications System for the carriage of advertising. Gross Annual Revenues shall not include any fee or tax on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.
- 25) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System
- 26) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (a) Signal processing or switching, or (b) placement of a fiber node, microwave link or transportation super trunk.
- 27) Internet: The worldwide computer network.
- 28) Issuing Authority: The Board of Selectmen of the Town of Georgetown, Massachusetts.
- 29) Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- 30) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Georgetown, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

- 31) Licensee: AT&T Cablevision Associates, L. P. d/b/a AT&T Cable Communications, or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- 32) Liquidated Damages: Any requirement imposed on the Licensee to pay specified sums to the Town as a result of performance deficiencies identified herein.
- 33) NTSC: The acronym for the National Television Systems Committee.
- 34) Normal Business Hours: Those hours during which most similar businesses in Georgetown are open to serve customers, In all cases, Normal Business Hours shall include some evening hours at least one night per week and/or some weekend hours.
- 35) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- 36) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set and/or other device to the Cable System.
- 37) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- 38) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- 39) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- 40) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- 41) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- 42) Prime Rate: The prime rate of interest at Fleet Bank, or any successors thereto.
- 43) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for the use of Georgetown residents and/or organizations wishing to present non-commercial Programming and/or information to the public.
- 44) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now, or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for

any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

45) **Renewal License:** The non-exclusive Cable Television Renewal License to be granted to the Licensee by this instrument.

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

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

48) **Signal:** Any transmission or electromagnetic or optical energy which carries vide Programming from one location to another.

49) **State:** The Commonwealth of Massachusetts

50) **Subscriber:** Any Person, firm, corporation or other entity located in Georgetown who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

51) **Subscriber Network:** The 750 MHz single trunk, bi-directional network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers, as such network may from time to time be expanded, enlarged or upgraded at the sole discretion of the licensee.

52) **System Completion:** That point when the Licensee has provided written documentation to the Issuing Authority that its existing System has been fully upgraded to a 750MHz Trunk and Distribution System, activated and made fully available to one hundred percent (100%) of the residential households in the Town, subject to Section 4.1 herein.

53) **Town:** The Town of Georgetown, Massachusetts.

54) **Town Counsel:** The Town Counsel of the Town of Georgetown, Massachusetts.

55) **Trunk and Distribution System:** That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscribers' residences.

56) **Upstream Channel:** A channel over which Signals travel from an authorized location to the Cable System Headend.

57) **User:** A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

58) VCR: The acronym for a video cassette recorder.

59) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **ARTICLE 2 GRANT OF RENEWAL LICENSE**

### **SECTION 2.1 - GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to AT&T CSC, Inc., offering services as AT&T Broadband, a Delaware Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the Town of Georgetown.

(b) This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other applicable rules and regulations, as may be amended from time to time, in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data and other impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts and the Town of Georgetown.

### **SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]**

(a) The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on March 11, 2002, following the expiration of the current license, and shall terminate at midnight on March 10, 2012.

### **SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS**

(a) Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Town grants Licensee equal standing with power, alarm and signal wiring, and telephone utilities in the manner of placement of facilities on public ways.

### **SECTION 2.4 – RENEWAL**

(a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) Any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree. Nothing contained in this Section shall obligate the Issuing Authority to grant any such renewal or either the Licensee or the Issuing Authority to agree to any renewal terms.

### **SECTION 2.5 - POLICE AND REGULATORY POWERS**

(a) The Licensee's rights are subject to the powers of the Town to adopt and enforce general bylaws necessary for the safety and welfare of the public, provided that such bylaws are of general applicability and not specific to the Cable Communications System, the Licensee, or this License.

### **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 Town of Georgetown; or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License.

(c) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including G.L.c. 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, 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 Town, 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 thirty (30) days of receipt of a hearing request from the Licensee, provided that such hearing may be adjourned from time to time if reasonably necessary to do so, upon good showing by either party, for purposes of producing or establishing evidence which may be required by this section.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative 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 reasonably requested.

(ii) Should the Licensee demonstrate that the 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 Town, the Issuing Authority shall make equitable amendments to this Renewal License.

## **SECTION 2.7---TRANSFER OF THE RENEWAL LICENSE**

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither this Renewal License, nor control thereof, shall be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a hearing upon a written application thereof on forms as may be prescribed by the Cable Division and the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's management experience, technical expertise, financial capability and legal ability, to operate a Cable System.

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

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.7.

(e) Pursuant to 207 CMR 4.01(2), unless otherwise amended from time to time, a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L. Chapter 166A, Section 7 Under 207 CMR 4.00 an "affiliated company" is any person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity.

(f) The Licensee shall submit to the Issuing Authority an original and three (3) copies, unless otherwise directed, of the application and the FCC Form 394 requesting such transfer or assignment consent.

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

## **SECTION 2.8---EFFECT OF UNAUTHORIZED TRANSFER ACTION**

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

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License as provided in M.G.L. Chapter 166-A, Section 11.

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

## **ARTICLE 3 CABLE SYSTEM DESIGN**

### **SECTION 3.1--- CABLE SYSTEM**

- (a) No later than thirty months following the effective date of this Renewal License the Licensee shall make available to all residents of the Town, subject to Article 4 infra, a seven hundred fifty Megahertz (750 MHz) addressable cable system. The terms of this Section 3.1(a) shall be considered met upon System Completion.
  
- (b) Until activation of the 750 MHz cable system described above, the Licensee shall continue to make available to all residents of the Town its existing four hundred fifty Megahertz (450 MHz), two-way Subscriber Network, fully capable of carrying at least eighty (80) NTSC video channels in the downstream direction. The Licensee shall continue to maintain its Cable System with a technical capacity for three (3) upstream channels with digital, audio, and video return capability.
  
- (c) The Licensee shall maintain the Subscriber Network, at all times, in compliance with minimum FCC Technical Standards.

### **SECTION 3.2---EMERGENCY ALERT OVERRIDE**

- (a) The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

### **SECTION 3.3---PARENTAL CONTROL CAPABILITY**

- (a) The Licensee shall provide, on request, Subscribers with the capability to control the reception of any channels being received on their television sets.

### **SECTION 3.4---SERVICE QUALITY**

- (a) In order to ensure that the Licensee is responsive in a timely manner to all service quality complaints from Subscribers, the Issuing Authority may require on an annual basis the Licensee to attend a public hearing. Said request shall be in writing to the Licensee at least thirty days prior to any such hearing the following terms shall apply:

(i) The Licensee shall be represented by a representative of the Licensee who shall be present to hear Subscribers' concerns. It shall be the responsibility of the Issuing Authority to notify the Licensee of the meeting; and advertise in a newspaper of local circulation; and convene the meeting in a public building in the Town of Georgetown. A written report citing all complaints issued at said meeting and the Licensee's response to said complaints shall be submitted to the Issuing Authority within one (1) month of the meeting.

## **ARTICLE 4 CABLE SYSTEM SERVICE AREA AND LINE EXTENSION**

### **SECTION 4.1-GENERAL POLICY**

(a) The Licensee shall make cable television service available to all residents of the Town, subject to the provisions of this Article 4.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto.

(c) Installation charges shall be consistent with federal and State regulations.

### **SECTION 4.2- CABLE PLANT EXTENSION POLICY**

(a) Consistent with Section 4.1(b) above, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense to any and all areas of the Town containing ten (10) Subscribers per aerial mile of cable plant or fractional portion thereof. The Licensee shall apply for permits, if necessary, promptly. Said service shall be made available and fully activated to requesting Subscribers no later than six (6) months after all necessary permits are obtained for aerial cable plant extensions and no later than twelve (12) months after all permits are obtained for cable plant extensions that require underground work.

### **SECTION 4.3---LINE EXTENSION PROCEDURES**

(a) Any potential Subscriber located in an area of Town without cable television service may request such service from the Licensee. In areas meeting the requirements of Section 4.2 above, the Licensee shall extend service to the area promptly, but in no case no later than six (6) months after all necessary permits are obtained for aerial line extensions and no later than twelve (12) months after all permits are obtained for line extensions that require underground work. The Licensee shall expeditiously seek all necessary permits.

#### **SECTION 4.4---COMMERCIAL ESTABLISHMENTS**

(a) The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, provided that said establishments agree to pay for installation and monthly subscription charges as established by the Licensee.

### **ARTICLE 5 CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS**

#### **SECTION 5.1---LOCATION OF CABLE TELEVISION SYSTEM**

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

#### **SECTION 5.2---NOTICE CONCERNING CONSTRUCTION ACTIVITIES**

(a) During its upgrade of the Cable System, the Licensee shall supply the Issuing Authority and the Chief of Police with a map or a list of the areas of the Town which will be under construction. The Licensee's construction personnel working in the Town shall identify themselves as working for the Licensee.

#### **SECTION 5.3---UNDERGROUND FACILITIES**

(a) In the areas of the Town having telephone lines and electric utility lines are currently, or in the future specified to be, underground, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed

## **SECTION 5.7---DISCONNECTION AND RELOCATION**

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

## **SECTION 5.8---SAFETY STANDARDS**

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

## **SECTION 5.9---PEDESTALS**

(a) In any cases in which pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public layout, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 5.12 infra. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the Town.

## **SECTION 5.10---PRIVATE PROPERTY**

(a) The Licensee shall be subject to all laws, by-laws, or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. The 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 5.11---RIGHT TO INSPECTION OF SYSTEM**

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

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

## **SECTION 5.12---CABLE SYSTEM MAPS**

(a) Upon written request, the Licensee shall file with the Issuing Authority or its designee up-to-date strand maps of the Cable System plant. If changes are made in the Cable System, upon written request, the Licensee shall file updated strand maps annually, not later than thirty (30) days after any such request. "As-built" maps shall be made available to designated officials of the Town for their review at Licensee's Lawrence, Massachusetts engineering facility, and shall remain the property of the Licensee.

## **SECTION 5.13---SERVICE INTERRUPTION**

(a) Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee will make best efforts to interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one(1) of the Cable System's local channels, including a bulletin-board notice, if applicable and under the control and management of the Licensee.

## **SECTION 5.14---SERVICE OUTAGE NOTIFICATION**

(a) The Licensee shall explain any Service outages in the Town to the Cable Advisory Committee upon request.

## **SECTION 5.15---"DIG SAFE"**

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

(d) There shall be no charges to the Town for the installation, maintenance, and/or repair of any such Outlet to Municipal buildings, as provided by Section 6.6(a) above.

#### **SECTION 6.7--- FREE DROPS AND MONTHLY SERVICE TO PUBLICSCHOOLS**

(a) The Licensee shall continue to provide one (1) free Subscriber Cable Drop with one (1) Outlet and monthly Basic Service to every public school listed in *Exhibit 4*, attached hereto and made a part hereof.

(b) The Licensee shall provide adequate Signal strength to each such Drop and Outlet, in all public schools listed in *Exhibit 4*.

(c) The exact locations of said Drops and Outlets shall be designated by the Georgetown Public School Department (the "School Department"), at the Licensee's sole cost and expense. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(d) The Licensee shall provide one (1) Converter with each Outlet, if required for the reception of the monthly Basic Service, without charge to the Town. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the School Department shall be responsible for repairs or replacement necessitated by acts of vandalism, theft, negligence, loss or other extraordinary circumstances.

(e) The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority and/or School Department.

(f) There shall be no charges to the Town and/or the School Department for the installation, maintenance, and/or repair of such Outlet(s) as required herein, to Public School buildings.

- (iii) Purchase and or/or lease equipment, with the funds allocated for such purposes in Sections 7.3 and 7.4 herein;
- (iv) Conduct training programs in the skills necessary to produce quality Educational Access programming;
- (v) Establish rules, procedures and guidelines for use of the Educational Access Channels; and
- (vi) Accomplish such other tasks relating to the operation, scheduling and/or management of Educational Access Channels, facilities and equipment as appropriate and necessary.

## **SECTION 7.2--PEG ACCESS CHANNELS**

(a) The Licensee shall make available to the Town and/or Access Corporation two (2) video channels for PEG Access purposes. One channel shall continue to be shared with Groveland and serve as the Georgetown/Groveland Public Access Channel. The second channel shall be made available to the Town of Georgetown within one hundred twenty days (120) of the completion of the upgrade of the Licensee's cable system pursuant to Article 3, Section 3.1 and serve as Georgetown's Educational Access Channel.

(b) No later than the Execution Date of this Renewal License, in order that the Town and/or the Access Committee can continue to transmit its programming from its studio and/or other remote locations, identified in *Exhibit 5* attached hereto, to Georgetown Subscribers on a live basis, the Licensee shall continue to provide one (1) video Upstream Channel without charge(s) for the shared channel described in 7.2 (a) above.

(c) Within one hundred twenty days (120) of the Licensee's upgraded cable system described in Article 3, Section 3.1, Licensee shall construct and activate a separate network (PFC) which will provide upstream capacity for the Town of Georgetown or/and the Access Corporation to transmit programming on each of the two access channels described in 7.2(a) above. Said network shall allow the Town or the Access Corporation to transmit live or taped video programming from locations listed in Exhibit 5.

(d) The Licensee shall not move or otherwise relocate the channel locations of the two (2) 6 MHz PEG Access Channels, once established, without the advance, written notice to the Issuing Authority and the Cable Advisory Committee. In the event that the Licensee does relocate said PEG Access Channels, the Licensee shall reimburse the Access Corporation up to Two Thousand, Five Hundred Dollars (\$2,500.00), for

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from the date due at two percent (2%) above the Prime Rate.

#### **SECTION 7.4---PEG ACCESS CAPITAL FUNDING**

(a) The Licensee shall provide a total of One Hundred and Thirty Five Thousand Dollars (\$135,000.00) in capital/facilities payments to the Town and/or the Cable Advisory Committee , as designated by the Issuing Authority in writing to the Licensee in writing at least thirty (30) days prior to such payment date, as follows:

(i) Eighty Five Thousand Dollars (\$85,000.00) within thirty (30) days of the Execution Date of this renewal License; and

(ii) Twenty-five Thousand Dollars (\$25,000.00) on or before the third anniversary of the Execution Date of this Renewal License; and

(iii) Twenty-five Thousand Dollars (\$25,000.00) on or before the seventh anniversary of the Execution Date of this Renewal License.

(b) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Town and/or the Cable Advisory Committee from the date due at two percent (2%) above the Prime Rate.

(c) In no case shall said \$135,000.00 in capital funding be counted against or include any License fee payment, required by Section 8.1 infra; and/or any other fees or payments required by applicable law, pursuant to Section 8.1 (c) infra.

#### **SECTION 7.5---MODULATORS**

(a) The Licensee, at its sole cost and expense, shall provide two (2) new modulators to, and for the exclusive use of the Town and/or the Access Corporation.

#### **SECTION 7.6---EQUIPMENT OWNERSHIP**

(a) The Town, the Georgetown Public Schools and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 7.4 supra. The Licensee shall have no obligation to maintain or insure any such PEG Access equipment.

## **SECTION 7.7---RE-COMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority and/or the Access Corporation may have for additional sums including interest payable under this Article 7. The Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect records necessary to verify Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, and additional payment is owed, such payment shall be paid within thirty (30) days after any re-computation. The interest on such additional payment shall be charged at the Prime Rate from the date that the Licensee is notified that such additional amount is owed.

## **SECTION 7.8---PEG ACCESS PAYMENTS**

(a) The payments required hereunder in Sections 7.3 and 7.4 shall be made by the Licensee to the Town and/or the Cable Advisory Committee.

## **SECTION 7.9---PEG ACCESS CHANNELS MAINTENANCE**

(a) The Licensee shall monitor the PEG Access Channels for Signal technical quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels. The Town and/or the Access Corporation shall be responsible for the picture quality of PEG Access Programming.

## **SECTION 7.10---ACCESS CABLE-CASTING**

(a) In order that PEG Access Programming can be cablecast over the two (2) Downstream Channels, pursuant to Section 7.2 herein, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability, identified in Exhibit 5 attached hereto, to the Hub Site or the Headend, on one of the Upstream Channels made available, without charge, to the Town and/or the Access Corporation for its use. At the Hub Site or Headend, said Access Programming shall be retransmitted in the downstream direction on one of the appropriate Downstream PEG Access Channels.

(b) Unless the Access Corporation uses a programmable modulator, it shall be the Licensee's responsibility to ensure that said Programming is properly switched electronically, to the appropriate Downstream Channel. The Licensee shall not charge the Town and/or the Access Corporation for such switching. The Licensee and the Issuing Authority shall meet and discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall oversee all necessary switching and/or processing equipment in order to switch Upstream Signals from the Town and/or the Access Corporation to the designated Downstream Access Channel.

#### **SECTION 7.11---CENSORSHIP**

(a) Neither the Issuing Authority, the Licensee and/or the Access Corporation shall engage in any program censorship or any other control of the content of PEG Access Programming in the Cable System, except as otherwise required or permitted by applicable law.

#### **SECTION 7.12---PEG ACCESS PROGRAMMING COSTS**

(a) There shall be no direct charges to the Town, the Access Corporation and/or PEG Access Users by the Licensee for the use of the PEG Access facilities required herein, provided, however, that the Licensee may externalize, line-item and/or otherwise pass-through such PEG Access annual funding costs to Subscribers strictly in compliance with said laws and/or regulations.

(b) Upon request, the Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations showing any such externalized, line-itemed and/or passed-through such PEG Access costs.

### **ARTICLE 8 LICENSE FEES**

#### **SECTION 8.1---LICENSE FEE ENTITLEMENT**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License

Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of subscribers, for purposes of this section, shall be calculated on the last day of each calendar year of this Renewal License, unless otherwise allowable by applicable law(s) and/or regulation(s).

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage of the Licensee's Gross Annual Revenues (and unless such a percentage License Fee shall be a statutory requirement), the Issuing Authority and the Licensee shall enter into good faith negotiations regarding such an increased License Fee and the procedures and timing for such percentage payments.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following; (i) the PEG Access equipment/facilities grants herein (Section 7.4); (ii) any interest due herein to the Town because of late payments; and/or (iii) any liquidated damages herein (Section 11.2).

#### **SECTION 8.2---PAYMENT**

(a) Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

#### **SECTION 8.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Licensee Fee payments, except as permitted by applicable law.

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

(c) The Licensee and the Issuing Authority hereby agree that the meaning of the term "license fee" shall have the meaning defined in Section 622(g) (1) and (2)(a) through (e) of the Cable Act.

#### **SECTION 8.4---LATE PAYMENT**

(a) In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent(2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 8.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### **SECTION 8.5---RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as and accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.4. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten(10) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the issuing Authority does not believe that such documentation supports the accuracy of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and computation. The Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable.

#### **SECTION 8.6---AFFILIATES USE OF SYSTEM**

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

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

**SECTION 10.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]**

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

(i) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n) and §3.1 of this Renewal License;

(ii) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g) and §5.5 of this Renewal License;

(iii) the indemnity of the Town in accordance with G.L.c. 166A §5(b); and §10.1 of this Renewal License and the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f) and §10.10 of this Renewal License.

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 10.3 herein without the Issuing Authority's prior written consent.

**SECTION 10.4 - REPORTS [SEE G.L.c. 166A §§8 and 10]**

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) As provided by law and applicable regulations, annually the Licensee shall notify the Issuing Authority and the Cable Division, on forms prescribed by the Cable Division, 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.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

#### **SECTION 10.5- EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Licensee is an Equal Opportunity Employer and, pursuant to 47 CFR §76.311 and other applicable regulations of the FCC, must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

#### **SECTION 10.6 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]**

(a) The License issued hereunder may, after due written notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

- (i) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;
- (ii) For failure to file and maintain the performance bond as described in Section 10.3 (Performance Bond) or to maintain insurance as described in Section 10.2 (Insurance);
- (iii) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;
- (iv) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (v) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;
- (vi) For failure to complete construction in accordance with the provisions of the Renewal License; and
- (vii) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

## **SECTION 10.7 - NOTICE AND OPPORTUNITY TO CURE**

(a) Prior to instituting any action against the Licensee under either Section 10.3 (Performance Bond) or Section 10.6 (Revocation of License), the Issuing Authority shall notify the Licensee of specific failure and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to appear before representatives of the Town to discuss Licensee's plans to rectify such failure and shall not proceed further if the matter is resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

## **SECTION 10.8 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]**

(a) Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

## **SECTION 10.9 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

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

### **Section 11.1---DETERMINATION OF BREACH**

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

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

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

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

- (1) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (2) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an

- alternative to damages;
- (3) commence an action at law for monetary damages;
  - (4) foreclose on all or any appropriate part of the security provided pursuant to Section 10.3 herein;
  - (5) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law;
  - (6) invoke any other lawful remedy available to the Town.

### **Section 11.2---LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section §11.1 above. Any such liquidated damages shall be assessed as of the date that the Issuing Authority convenes the public hearing pursuant to Section §10.7 and 11.1(a) above.

(i) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.7 herein, one hundred dollars (\$100.00) per day, for each day that any such non-compliance continues.

(ii) For failure to construct, upgrade, install, fully activate, program and/or operate the 750 MHz Cable System, in accordance with Section 3.1 herein, one hundred fifty hundred dollars (\$150.00) per day, for each day that such construction, upgrade, installation, activation and/or activated programming has not occurred.

(iii) For failure to comply with the PEG Access Channels, Programming and/or equipment provisions in accordance with Article 7 herein, one hundred dollars (\$100.00) per day, for each day that any such non-compliance continues.

(iv) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Sections 6.6 and 6.7 herein and/or Exhibits 3 and 4, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(v) For failure to submit reports, pursuant to Article 10.4 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation subject to Section 11.1 above and Section 11.3 below, or any other statutorily or judicially imposed penalties or remedies.

(c) The Licensee agrees that said foregoing liquidated damages are not included in "franchise fees", in accordance with Section 622(g)(2)(A)-(D) of the Cable Act.

### **Section 11.3---REVOCATION OF THE RENEWAL LICENSE**

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

### **Section 11.4---TERMINATION**

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

### **Section 11.5---NOTICE TO TOWN AND/OR THE LICENSEE OF LEGAL ACTION**

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

### **Section 11.6---NON-EXCLUSIVITY OF REMEDY**

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

### **Section 11.7---NO WAIVER-CUMULATIVE REMEDIES**

(a) Subject to Section 626 (d) of the Cable Act, no failure on the part of the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right

preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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

(c) A waiver of any right or remedy by the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

## **ARTICLE 12 MISCELLANEOUS**

### **SECTION 12.1 - SEVERABILITY**

(a) If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License.

### **SECTION 12.2 - FORCE MAJEURE**

(a) If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee 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;

documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; subject to applicable state and federal law;

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

#### **SECTION 12.7 - APPLICABILITY OF RENEWAL LICENSE**

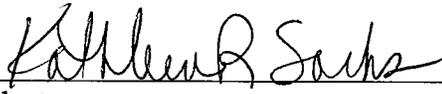
(a) All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

SIGNATURE PAGE

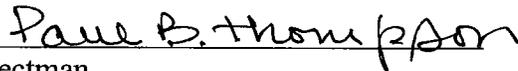
WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 11<sup>th</sup> DAY OF  
March 2002

**TOWN OF GEORGETOWN**

By:

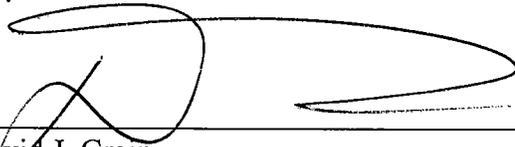
  
Selectman

  
Selectman

  
Selectman

**AT&T CSC, INC., offering services as  
AT&T BROADBAND**

By:

  
David J. Grain  
Senior Vice President  
Northeast Region

## **EXHIBIT 1**

### **PROGRAMMING AND INITIAL SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of Programming,

- + News Programming
- + Sports Programming
- + Public Affairs Programming
- + Children's Programming
- + Entertainment Programming
- + Multicultural Programming
- + Local Programming

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensees editorial discretion.

**EXHIBIT 2**

**LICENSEE'S EQUIPMENT COMPATIBILITY OPTIONS**

(SEE ATTACHED)

## CABLE AND YOUR VCR

If you are a VCR owner, you can use your VCR to receive additional enjoyment from your cable television service.

AT&T Band wants to help you understand how to make your VCR and cable television service compatible entertainment components. With your cable service and VCR combination, you can record your favorite movies and cable programs for later viewing. We want you to have maximum flexibility in watching what you want, when you want to watch it.

### VCR-C Hookup Warnings

1. Additional equipment, such as coaxial cables, signal splitters or A/B switches, may cause picture distortion if it does not meet AT&T Band and systems' standards. Please call our repair department before you purchase additional hookup equipment.
2. Warn against cutting cable wire connectors. An improperly cut cable may cause picture distortion.
3. All wire connections must be fitted "wrench tight."

### Install Your VCR

Installation of your VCR can be completed through a variety of different methods depending upon your viewing and recording requirements. The various options available for connecting your VCR are described below.

### To Record What You View

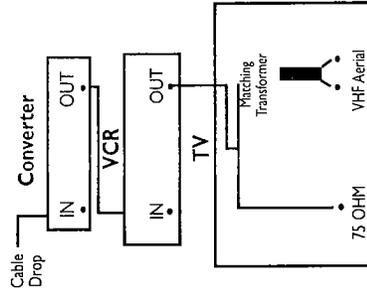
The diagram below shows how to install your VCR so you may view and record the same channel. When using this option, be sure you have both your TV and VCR set to the proper channel.

Step 1: The coaxial cable from the wall connects to the "in" terminal on the converter.

Step 2: A coaxial cable is connected from the converter "out" terminal to the "in" terminal on your VCR.

Step 3: A second coaxial cable is connected from the "out" terminal of your VCR to the back of your television set.

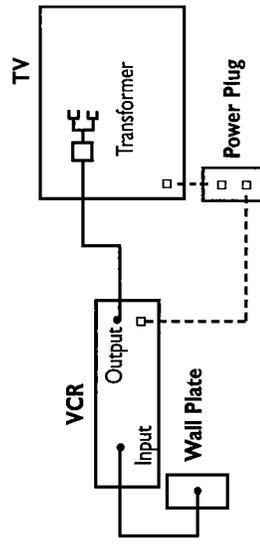
Step 4: The coaxial cable is then either attached to the 75 OHM input terminal if you have a cable-ready television, or a "matching transformer" is installed on the end of the cable connector, and the transformer is then attached to the VHF aerial terminals.



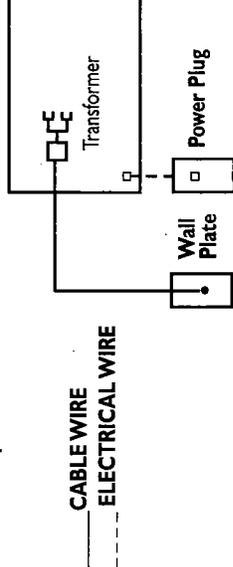
### True Cable Compatibility

Please refer to the Equipment Compatibility section in this notice regarding cable compatibility, or call your AT&T Broadband office if you have questions. If your service level and your equipment are compatible, then generally you can be hooked up to cable service according to the following diagrams:

### Cable-Compatible TV & VCR-Cable Connection



### Cable-Compatible TV Cable Connection



### Installing Digital Cable Service

Upon request for an upgrade to AT&T Digital Cable, self-installation kits and manuals for Digital Consumer Terminals ("DCT") are available from your local AT&T Broadband cable office for a separate charge. The installation and other instructions relating to DCTs differ from those set forth above due to the uniqueness of the DCT and the digital and other services and functions that may be received through it. Contact your local AT&T Broadband cable office for further details.

### **EXHIBIT 3**

#### **FREE DROPS AND MONTHLY VIDEO SERVICE TO NON-SCHOOL, MUNICIPAL BUILDINGS**

In accordance with Section 6.6 herein, the following non-school buildings shall receive the Drops and/or Outlets and monthly Basic Service at no charge.

1. Town Hall, 1 Library St.
2. Peabody Library, Park St.
3. DPW Garage, Route 133, E. Main St.
4. Water Dept. Filtration Plant, West St.
5. Senior Center, Trestle Way
6. Public Safety Building, Central St.
7. Water Dept. Building, Moulton St.
8. Light Dept. Building, Searle St.
9. any future municipal building

## **EXHIBIT 4**

### **FREE DROPS AND MONTHLY VIDEO SERVICE TO PUBLIC SCHOOL BUILDINGS**

Pursuant to Section 6.7 herein, the following school buildings shall receive the Drops and/or Outlets and monthly Basic Service at no charge.

1. Perley School, North St.
2. Penn Brook School, Elm St.
3. Middle/High School, Winter St.

## **EXHIBIT 5**

### **LIST OF PCF INSTITUTIONAL NETWORK SITES**

Pursuant to Section 7.2 (c) herein, the following buildings shall each have a single drop connecting it to the PCF Institutional Network for the purpose of originating audio and video signals for insertion onto the Georgetown PEG Access channel(s).

1. Perley School, North St.
2. Penn Brook School, Elm St.
3. Middle/High School, Winter St.
4. Town Hall, 1 Library St.
5. Public Safety Building, 47 Central St.

**EXHIBIT 6**

**GROSS ANNUAL REVENUES REPORTING FORM**

(SEE ATTACHED)

**GROSS ANNUAL REVENUE  
Accounting Form**

Town of \_\_\_\_\_  
Accounting Period \_\_\_\_\_ through \_\_\_\_\_

BASIC SERVICE  
PAY SERVICE  
COMMERCIAL/PPV  
HIGH SPEED  
DIGITAL  
STUDIO / FACILITY RENTAL  
HOME SHOPPING  
ADVERTISING REVENUE - Cable Ads  
LESS: BAD DEBT EXPENSE

GROSS REVENUE

**ACCESS FEE (2.5%)**