

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE CITY OF METHUEN,
MASSACHUSETTS**

Table of Contents

INTRODUCTION.....4

ARTICLE 1 DEFINITIONS.....5
SECTION 1.1 - DEFINITIONS5

ARTICLE 2 GRANT OF RENEWAL LICENSE9
SECTION 2.1 - GRANT OF RENEWAL LICENSE9
SECTION 2.2 - TERM: NON-EXCLUSIVITY10
SECTION 2.3 - APPLICABLE LAW10
SECTION 2.4 - RENEWAL.....10
SECTION 2.5 - POLICE AND REGULATORY POWERS11
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE11

ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION.....15
SECTION 3.1 - AREA TO BE SERVED [SEE G.L.C. 166A 3(A)].....15
SECTION 3.2 - SUBSCRIBER NETWORK15
SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS16
SECTION 3.4 - INSTITUTIONAL NETWORK (“I-NET”).....16
SECTION 3.5 - PARENTAL CONTROL CAPABILITY18

ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS19
SECTION 4.1 - SYSTEM MAINTENANCE19
SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.C. 166A 5(G)]20
SECTION 4.3 - TREE TRIMMING21
SECTION 4.4 - STRAND MAPS21
SECTION 4.5 - BUILDING MOVES21
SECTION 4.6 - DIG SAFE22
SECTION 4.7 - DISCONNECTION AND RELOCATION22
SECTION 4.8 - EMERGENCY REMOVAL OF PLANT23
SECTION 4.9 - STANDBY POWER23
SECTION 4.10 - ANNUAL UPDATE HEARINGS23

ARTICLE 5 PROGRAMMING24
SECTION 5.1 - BASIC BROADCAST SERVICE24
SECTION 5.2 - PROGRAMMING24
SECTION 5.3 - SIGNAL TRANSMISSION25
SECTION 5.4 - CONTINUITY OF SERVICE25
SECTION 5.5 - CONVERTER BOX, REMOTE CONTROLS25
SECTION 5.6 - STEREO TV TRANSMISSIONS25

ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT26
SECTION 6.1 - PEG ACCESS CHANNELS26
SECTION 6.2 – ACCESS SUPPORT28
SECTION 6.5 - EMERGENCY USE31
SECTION 6.6 - COMMERCIAL ACCESS31

SECTION 6.7 - EQUAL OPPORTUNITY [SEE G.L.c. 166A 5(J)]	31
SECTION 6.8 - EDITORIAL CONTROL	32
SECTION 6.9 - MISCELLANEOUS ACCESS	32
SECTION 6.10 - TRANSITION	34
ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION.....	35
SECTION 7.1 - CUSTOMER SERVICE.....	35
SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES	37
SECTION 7.3 - BUSINESS PRACTICE STANDARDS	38
SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES.....	38
SECTION 7.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(I)]	39
SECTION 7.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)].....	39
SECTION 7.7 - SUBSCRIBER TELEVISION SETS.....	39
SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY.....	41
SECTION 7.9 - DAMAGED OR LOST EQUIPMENT	43
SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS	43
ARTICLE 8 RATES AND CHARGES.....	45
SECTION 8.1 - RATES AND CHARGES	45
ARTICLE 9 REGULATORY OVERSIGHT	47
SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A 5(B)]	47
SECTION 9.2 - INSURANCE [SEE G.L.c. 166A 5(C)]	47
SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A 5(K)]	48
SECTION 9.4 - LICENSE FEES.....	49
SECTION 9.5 - REPORTS [SEE G.L.c. 166A 8 AND 10].....	50
SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY.....	51
SECTION 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A 11]	51
SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE.....	52
SECTION 9.9 - RIGHT OF REVIEW.....	52
SECTION 9.10 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A 7]	53
SECTION 9.11 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]	53
SECTION 9.12 - INCORPORATION BY REFERENCE.....	54
SECTION 9.13 - COMMERCIAL NON-DISCRIMINATION	54
SECTION 9.14 - BREACH.....	55
SECTION 9.15 - DISPUTED PAYMENTS	56
ARTICLE 10 MISCELLANEOUS	57
SECTION 10.1 - SEVERABILITY.....	57
SECTION 10.2 - FORCE MAJEURE.....	57
SECTION 10.3 - NOTICES	58
SECTION 10.4 - ENTIRE AGREEMENT	58
SECTION 10.5 - CAPTIONS.....	59
SECTION 10.6 - WARRANTIES	59
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE	60
SIGNATURE PAGE.....	60

EXHIBIT A BUILDINGS ON THE SUBSCRIBER NETWORK.....61
EXHIBIT B SCHEDULE OF CURRENT MONTHLY RATES AND CHARGES62
EXHIBIT C BUILDINGS ON THE INSTITUTIONAL NETWORK.....63

METHUEN RENEWAL LICENSE

INTRODUCTION

WHEREAS, MediaOne of Massachusetts, 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 System in the City of Methuen, Massachusetts (hereinafter the "City"), said license having originally commenced on January 26, 1977;

WHEREAS, AT&T Broadband filed a request for a renewal of its license by letter dated October 3, 1997 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated January 7, 2000;

WHEREAS, there has been an opportunity for public comment, 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 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 City and AT&T BROADBAND agree that this Renewal License is issued upon the following terms and conditions:

**ARTICLE 1
DEFINITIONS**

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal License shall have the following meanings:

(a) Basic Broadcast Service or Basic Service - That service tier, currently known as Basic I, which shall include at least the retransmission of local broadcast television signals and the Public, Educational and Governmental (“PEG”) Access channels, in accordance with the Cable Act. Said service tier may be marketed by the Licensee under a brand name which may change from time to time.

(b) Broadcast - Over-the-air transmission by a radio or television station.

(c) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

(d) Cable System - The cable television system owned, constructed, installed, operated and maintained by Licensee in the City of Methuen for the provision of cable services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters, equipment or facilities, designed to provide telecommunications services, which includes, but is not limited to distributing video programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing Cable Services to Subscribers and in accordance with the terms and conditions in this Renewal License.

(e) Cable Programming Services - Those service tiers which include all video programming services except the Basic Broadcast Service tier and pay and pay-per-view. Said service tiers may be marketed by the Licensee under a brand name which may change from time to

time.

(f) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts or successor agency.

(g) Cable Service - The one-way transmission to Subscribers of video programming, or other interactive programming service (including music), and Subscriber interaction, if any, which is required for the selection of such video programming or other programming service, and the installation, sale and/or rental of equipment necessary for the receipt thereof.

(h) Competing Distributors - Distributors whose actual or proposed service areas overlap.

(i) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network.

(j) Effective Date – May 18, 2002.

(k) FCC - Federal Communications Commission.

(l) Gross Annual Revenues - Consideration of any form or kind received by the Licensee for the provision of Cable Service(s) over the Cable 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; all commercial Subscriber revenues; fees paid for channels designated for leased access and commercial use; converter, remote control and other equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; and all other revenue(s) derived by Licensee from the sale of products in any way advertised or promoted on the Cable System. 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 (in the nature of, but not limited to franchise fee or sales tax). Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt. The parties hereby acknowledge that Gross Annual Revenues shall not include revenues from cable modem or functionally equivalent cable Internet

services.

(m) Institutional Network – The existing, separate 330 MHz cable, consisting of upstream and downstream channels for the use of the Issuing Authority for video transmission.

(n) Issuing Authority - The Mayor of the City of Methuen, Massachusetts.

(o) Licensee – MediaOne of Massachusetts, Inc. offering services as AT&T Broadband, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(p) Multichannel Video Programming Distributor – As defined by federal law, an entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video programming.

(q) Outlet - An interior receptacle that connects a television set to the Cable System.

(r) PEG Access Programming - Programming produced by any Methuen residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(s) PEG Access Channel - A channel for programming produced by any Methuen residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(t) Programming - Any Cable Services carried over the Cable System.

(u) Renewal License - The license granted herein.

(v) Standard Service Package - A combination of Cable Service tiers, consisting of the Basic Broadcast Service tier and any Cable Programming Service tiers, as provided by the Licensee as of the Effective Date.

w) Subscriber - A person or entity who contracts with the Licensee for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

(y) Subscriber Network - The trunk and feeder signal distribution network over which

video, audio, text and data signals are transmitted to Subscribers.

(z) City - The City of Methuen, Massachusetts.

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 MediaOne of Massachusetts, Inc., authorizing and permitting said Licensee to construct, operate and maintain a Cable System within the municipal limits of the City of Methuen.

(b) This Renewal License is granted under, subject to 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 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 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 System, in, under, over, along, across and upon the public ways, including but not limited to streets, lanes, avenues, alleys, sidewalks and highways under the jurisdiction of the City within the municipal boundaries and subsequent additions thereto, including property over which the City has a sufficient and compatible easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of Cable Services subject to and in accordance with the laws of the United States of America and the Commonwealth of Massachusetts and the lawful and generally applicable bylaws/ordinances and lawful and generally applicable regulations of the City of Methuen.

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

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on May 18, 2002, following the expiration of the current license, and shall terminate at midnight on May 17, 2012.

SECTION 2.3 – APPLICABLE LAW

The 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 with 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 lawful and generally applicable municipal, state and federal rules and regulations in force and effect during the period for which this License is granted.

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

The Licensee's rights are subject to the powers of the City to adopt and enforce lawful general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable 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 System within the City of Methuen; 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, than 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 as aforesaid, 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, which is not in any way an affiliate of the Licensee, hereafter provides video programming (not including Internet distributed video 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 video 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 impact upon the financial viability of the Cable System. 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 the Issuing Authority reasonably determines is relevant to the proceeding, however, Licensee may introduce its own information as it may determine to be

relevant.

(ii) Should the Licensee demonstrate with reasonable evidence that the video 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, and the Issuing Authority finds a substantial negative 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.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

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

(a) The area to be served is the entire City of Methuen. Service shall be provided to every dwelling occupied by a person requesting Cable Service, 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 Cable Act.

(b) Installation costs shall conform with the Cable Act, and regulations thereunder. Any dwelling unit within two hundred feet (200 ft.) aerial or one hundred fifty feet (150 ft.) underground of the cable plant shall be entitled to a standard installation rate and as further set forth in Section 8.1(f).

(c) 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

The Licensee shall maintain its current 750 MHz hybrid fiber coaxial Cable System utilizing addressable technology, fully capable of carrying a minimum of seventy-seven (77) channels in the forward direction and four (4) channels in the reverse direction.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS
[SEE G.L. c. 166A 5(e)]

The Licensee shall maintain the current level of Drops, Outlets and the Standard Service Package at no charge to all municipal and other City-owned public buildings listed in **Exhibit A** attached hereto and made a part hereof. In addition, the Licensee shall provide one (1) Drop, Outlet and the Standard Service Package at no charge to all new municipal and other City-owned public buildings that lie along its cable routes in the City. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Drop prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms of the prior license. The foregoing shall apply to standard installations as defined in Section 3.1(b). Any new installation work for the City as requested by the Issuing Authority, in addition to that originally agreed upon as required hereunder, shall be charged at the Licensee's cost of labor and materials (estimated in advance).

SECTION 3.4 - INSTITUTIONAL NETWORK ("I-NET")

(a) The Licensee shall continue to provide and maintain the existing Institutional Network ("I-Net"). Said I-Net shall be capable of transmitting composite video transmissions from and among the municipal buildings identified in **Exhibit C** attached hereto and made a part hereof.

(b) Unless otherwise provided herein, the City and its designated I-Net users shall be solely responsible for any and all end-user interface equipment including but not limited to, video production equipment. Licensee shall be responsible for all equipment necessary to make interaction possible with Subscriber Network (such that upstream video from PEG access remote origination sites may be processed onto Subscriber Network downstream access channels).

(c) The Licensee shall be responsible for maintaining the I-Net in accordance with the FCC Rules and Regulations, Part 76 and in accordance with Section 3.4 (a) and (b) and Licensee

shall continue to provide reasonable technical assistance to City officials with respect to same.

(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.

(e) The Licensee shall hold the exclusive rights in the physical property of 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. 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) It is anticipated that City will use capital payments provided pursuant to Section 6.2(a)) for its own construction and operation of its own Institutional Network or equivalent network for municipal and/or school interconnection for data and other transmission purposes (provided that the City may not lease out or allow use of any portion of such Institutional Network or said equivalent network, for commercial use), notwithstanding that Licensee shall maintain the existing coaxial Institutional Network as per the foregoing. In the event the City constructs its own new network, Licensee and the City shall, if requested in writing by the Issuing Authority, work cooperatively to interconnect said new Institutional Network to the Cable System, subject to said new Institutional Network and Cable System being compatible, to enable distribution of access channels to said new Institutional Network and to enable originations from sites on said new I-Net. The cost of such interconnection shall be payable from the capital payments due to the City pursuant to Section 6.2(a) below. To promote compatibility between said new Institutional Network and Cable System, Licensee technical staff shall be reasonably available to discuss compatibility issues and specifications during the design and construction of such new City-constructed Institutional Network.

SECTION 3.5 - PARENTAL CONTROL CAPABILITY

(a) Upon request, and at no additional charge, the Licensee shall provide Subscribers

with the capability to control the reception of any channel on the Cable 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.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The Licensee shall maintain and operate the Cable System and render efficient 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 Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC and other applicable federal, state and lawful and generally applicable local by-laws/ordinances as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations or operations of the City or any public utility serving the City and subject to applicable law.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places in the City, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition

and in good order and repair.

(e) The signal of any television or radio station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the City, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within four weeks (4) weeks, except in cases reasonably beyond the control of the Licensee, of receipt of notice and a safety deficiency within seventy-two (72) hours of receipt of notice and shall notify the City when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A 5(g)]

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

SECTION 4.3 - TREE TRIMMING

The Licensee shall have authority, with the approval of the Tree Warden (or other department, if any, with jurisdiction), to trim trees upon and overhanging public streets, alleys,

sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any City bylaws/ordinances and regulations. The Licensee shall be responsible for the cleanup of any debris from such actions. The Licensee shall replace any tree where the Licensee's installation, operation or maintenance of equipment is the proximate cause of the tree's death.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the City, on which will be shown those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be retained in a location reasonably convenient to the City and will be available in the City for inspection by the Issuing Authority upon request within seventy-two (72) hours.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, at its expense, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance notice to arrange for such temporary wire changes.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable "dig safe" provisions pursuant to G.L.c. 82 s. 40.

SECTION 4.7 - 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 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 City department acting in a governmental capacity.

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee substantially the same as any other similarly situated utility.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable System, the City shall have the right to do so without cost or liability, provided however that, wherever reasonably possible, the Issuing Authority gives Licensee notice and the ability to relocate wires, cable or other equipment.

SECTION 4.9 - STANDBY POWER

The Licensee shall maintain at least three hour standby power at the hub facility, any sub-headend facilities, critical trunk areas, and fiber nodes. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate the generators, which

therefore, shall become activated automatically upon the failure of the normal power supply.

SECTION 4.10 - ANNUAL UPDATE HEARINGS

The Issuing Authority may conduct annual hearings with the Licensee to review the Licensee's performance under this Renewal License. Other topics for discussion may include new technologies that will enhance or improve the Cable System and the economical feasibility of providing these new technologies to Subscribers in the City. During any such hearing, the Licensee may discuss any new technologies that it is providing as part of other cable systems in other communities in Massachusetts. The Licensee shall cooperate fully with the Issuing Authority or its designee in connection with any such hearing and produce any nonproprietary documents related to compliance with this Renewal License or reasonably requested, nonproprietary and available information on new technologies, or other materials that are reasonably requested by the Issuing Authority or its designee.

ARTICLE 5 PROGRAMMING

SECTION 5.1 - BASIC BROADCAST SERVICE

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

SECTION 5.2 - PROGRAMMING

The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public

affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following Cable Services: 1) all broadcast stations required to be carried by federal law; and 2) Public, Educational and Governmental (“PEG”) Access channel(s) required by this Renewal License. The Licensee shall provide written notice to all City Subscribers at least thirty (30) days in advance of any channel numbering or programming network changes. Pursuant to the Cable Act, 47 U.S.C. 532 , the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee.

SECTION 5.3 - SIGNAL TRANSMISSION

The Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services described in Section 5.1 (Basic Broadcast Service) and in accordance with federal law.

SECTION 5.4 - CONTINUITY OF SERVICE

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall use reasonable efforts to interrupt service for the purpose of Cable System construction, routine repairing or testing the Cable System only during periods of minimum use. When necessary service interruptions can be anticipated, the Licensee shall notify Subscribers in advance via electronic message.

SECTION 5.5 - CONVERTER BOX, REMOTE CONTROLS

Upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes at no additional charge from that of the converter charge.

SECTION 5.6 - STEREO TV TRANSMISSIONS

All television signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

ARTICLE 6

ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNELS

(a) The Licensee shall provide three (3) Public, Educational and Governmental (“PEG”) Access channels for non-commercial use by residents of the City, the educational authorities, organizations serving the City and local government officials. An additional PEG Access channel shall be made available when the existing channel is used to cablecast, first-run, locally produced, non-commercial programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive six-hour period for six (6) consecutive weeks. If there is channel space available at the time of the Issuing Authority’s written request for an additional channel under this Section, the Licensee shall make a channel available as soon as possible. If there is no channel space available the Licensee shall have twelve (12) months following receipt of the Issuing Authority’s written request in which to make such new channel available.

(b) The Licensee shall not charge residents of the City, educational authorities, organizations serving the City or local or any other regional governmental entities for non-commercial use of the PEG Access channels.

(c) The Issuing Authority shall continue to designate the current non-profit Access Corporation, (Methuen Community Television Inc.) or other entity for the purpose of managing, facilitating and coordinating public, education and government access programming in the City, however, with respect to municipal and educational access channels, the Issuing Authority and School Department respectively retain control of said municipal and educational access channels notwithstanding the Access Corporation’s day-to-day facilitation and management. In consideration of its designation as recipient of a portion of the access payments hereunder, Access

Corporation shall report to the Issuing Authority as reasonably needed for Issuing Authority consultation purposes. The Duties of the Access Corporation or other access entity, shall be to :

1. Schedule, operate and maintain all PEG Access Channels provided in accordance with Section 6.1 herein;
2. manage the annual funding pursuant to Section 6.2 herein;
3. oversee the PEG Access Studio and purchase and/or lease equipment;
4. conduct training programs in skills necessary to produce quality PEG Access programming;
5. provide technical assistance pre-production services, post production services and production services to PEG Access users, using Access Corporation staff and volunteers, subject to availability of resources, staff and equipment;
6. maintain rules, procedures and guidelines for use of the PEG Access Channels, equipment and facilities;
7. provide publicity, fundraising, outreach, referral and other support services to PEG Access users;
8. accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as necessary;
and
9. produce or assist users in the production of original, non-commercial video programming of interest to Subscribers and focusing on (but not limited to) municipal issues, events and activities.

SECTION 6.2 –SUPPORT FOR ACCESS AND I-NET

(a) The Licensee shall provide to the City, through its designees, (Methuen Community Television, Inc. (MCT) and a City of Methuen Governmental and Educational Program (MGEP)), the following PEG Access and I-Net capital payments due as follows throughout the term of the license (subject to internal allocation between MCT and MGEP as set forth below):

June 1, 2002.....	\$150,000.00
October 1, 2002.....	\$40,000.00*
June 1, 2003.....	\$94,444.00
June 1, 2004.....	\$94,444.00
June 1, 2005.....	\$94,444.00
June 1, 2006.....	\$94,444.00
June 1, 2007.....	\$94,444.00
June 1, 2008.....	\$94,444.00
June 1, 2009.....	\$94,444.00
June 1, 2010.....	\$94,444.00
June 1, 2011.....	\$54,444.00

*The October 1, 2002 \$40,000.00 shall be expended by Licensee for interconnecting the new studio in accordance with Section 6.2(b). In the event the studio interconnection expenditure required of Licensee pursuant to Section 6.2(b) is less than \$40,000.00, the balance shall be payable to the City for MCT and MGEP in accordance with the terms herein.

In addition, for MCT and MGEP operations and other expenses the Licensee shall provide an annual payment of *four* percent (4%) of Licensee’s prior year Gross Annual Revenues (to be internally allocated as set forth below). Said payments shall be made annually to the City, through its designees, (Methuen Community Television Inc. and MGEP), on or before the dates set forth above, through out the term of the Licensee. The above capital and operating payments shall be allocated between MCT and MGEP as follows: (a) two thirds shall be payable to MCT for PEG

and access corporation needs in accordance with 47 U.S.C. 531 and the terms hereof and (b) one third shall be payable to the City for MGEP for governmental and educational cable-related needs including but not limited to Institutional Network development and construction by the City of new Institutional Network plant and cable modem and such other related technology costs as directed by the Issuing Authority. MGEP shall be subject to Issuing Authority control, rules and organizational formation as determined by the Issuing Authority.

(b) Licensee agrees to provide the Issuing Authority with new FM Stereo Modulators for each of its PEG Access Channels; and further to have available at all times a compatible spare FM Stereo Modulator Model to serve as a replacement in the event of one of the in-use Modulators needs repair or replacement.

Licensee agrees to maintain the PEG Access Channels in their offered locations as noted herein. Educational on channel 10, Government on channel 8 and Public Access on channel 22. In the event it becomes necessary to relocate one or more of these channels, reasonable compensation will be made by Licensee for all office supplies, promotional materials, advertising materials, promotional logos and other to be determined by an agreement of both parties, ie: Licensee and Issuing Authority. At no time shall any of these channels be relocated without 120 day advance notice to Issuing Authority.

Licensee agrees to move the equipment owned by MCT used for the purpose of producing and transmitting the PEG channel programming from the current studios in Methuen High School, to a new studio in Methuen, at either the Sargeant or Ashford buildings, upon written request of the Access Corporation; and further to maintain all lines and connections required to carry such signals to whatever locations required to then offer these signals on the contracted access channels to the Subscribers. Licensee shall interconnect the new studio (that is, provide a hard wire from the studio to the headend to allow upstream video transmissions), such that the new studio will be capable of transmitting video signals upstream for interface with downstream PEG access channels. Said interconnect shall be constructed within 120 days of a

written request from Issuing Authority or its designee. The costs of the aforesaid Licensee moving of equipment and facilities to the new studio and Licensee interconnecting the new studio to the Cable System for originations on the access channels shall be borne by Licensee, however, \$40,000.00 of said interconnection costs may be from the capital payment schedule pursuant to Section 6.2. Licensee shall not incur said moving and interconnection costs until review of same, and acceptance of same, by the Issuing Authority or its designee, and shall show reasonable documentation of the estimation of and actual costs. Licensee shall be responsible for said moving and studio interconnection cost, if any, in excess of \$40,000.00. The PEG channel signal quality shall be commensurate with the quality of the other offerings to the Subscriber, however Licensee shall not be responsible for the production quality of access programming.

Licensee agrees to allow Methuen Community Television, Inc. the rights to act as a Subscriber Bill Paying Office for the City.

[Sections 6.3 & 6.4 intentionally omitted]

SECTION 6.5 - EMERGENCY USE

In the case of any civil emergency or disaster, the Licensee shall, upon request of the Issuing Authority, make available to the City a channel for use during the civil emergency or disaster period. The Licensee shall adhere to any new Emergency notification standards as established by the Federal Communications Commission.

SECTION 6.6 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be negotiated between

the Licensee and the commercial user in accordance with federal law.

SECTION 6.7 - EQUAL OPPORTUNITY [SEE G.L.c. 166A 5(j)]

If the Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its Cable Communications System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. The conduct of the Licensee with respect to all program origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR 76.205 and 76.209 and any and all other applicable laws and regulations.

SECTION 6.8 - EDITORIAL CONTROL

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

Section 6.9- MISCELLANEOUS ACCESS MATTERS

(a) 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.

(b) The Issuing Authority and/or Methuen Community Television may require members of the public to assume individual responsibility for any Public Access program-based liability including,

but not limited to, liability for copyright infringement or defamation, and to hold the City, Licensee and Methuen Community Television harmless for same, subject to Cable Act and FCC requirements; Methuen Community Television may, subject to the Issuing Authority consultation may adopt lawful operating rules with respect to programming guidelines and studio management. Issuing Authority and Licensee may require MCT execution of an agreement to indemnify and hold harmless the City and Licensee for any acts or omissions of MCT, as the intent hereof is that MCT be responsible for its own acts.

(c) The Access Corporation and the Methuen Governmental/Educational Program shall annually provide the Issuing Authority with reports on operations and expenditures, and copy Licensee upon request, with said Access Corporation reports not for approval but for informational and discussion purposes. MGEP expenditures on governmental and educational access and I-Net shall be subject to such procedures as established by the Issuing Authority in accordance with applicable law. It is the intent of the parties that payments for MGEP purposes be in the nature of grant payments payable into restricted accounts, and not into the general fund, with said accounts established for cable-related purposes only, with the establishment of said accounts to be determined by the Issuing Authority or its designee and subject to applicable law.

Section 6.10 TRANSITION

(a) Licensee agrees to “grandfather,” that is to continue or not to remove, as applicable, any local production and I-Net equipment 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, or 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 Methuen Public Schools or other municipal agency, nothing in this License shall rescind such assignment of title or ownership to the Issuing Authority, Methuen Public Schools or other municipal agency. This clause does not require replacement of anything in this License except as expressly provided in this License.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number. At the time of installing subscribers to the Cable System, the Licensee shall provide Subscribers with the most recently published customer service handbook.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

(d) The Licensee shall comply with all customer service regulations of the FCC (47 CFR 76) as they exist or as they may be amended from time to time. The FCC's customer service guidelines set forth at 47 CFR 76.309 are incorporated herein by reference and made obligations of the License pursuant hereto. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time

to time.

(e) All of the Licensee's employees entering upon private property, in connection with the upgrade, installation, maintenance, and operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

(f) The Licensee shall use its best efforts to provide cable service in all areas of the City to those residents who have requested service within seven (7) days of said request and payment of any deposit, if required. In arranging appointments for said cable installation work, the Licensee shall make its best efforts to specify to the residents, in advance, whether said installation work will occur in the morning or afternoon hours. The Licensee shall make reasonable efforts to install at times convenient to residents, including times other than 9:00AM to 5:00PM on weekdays. Failure to install on the appointed installation date, without just cause (force majeure) or resident fault, shall require the Licensee to automatically offer a priority cable installation to the affected resident at a time mutually agreeable to the Licensee and the affected resident, but in no case later than three (3) working days following the initial installation date, unless mutually agreed to otherwise by the parties.

(g) Licensee shall provide a bill payment location within the City of Methuen, which bill payment location shall be open during normal business hours and which may be managed by a third party under contract with Licensee. In the event an arrangement is made to have a bill payment center at a municipal or studio location, said municipal or studio bill payment center shall fulfill the foregoing obligation.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a

Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(b) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the License.

(d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

SECTION 7.3 - BUSINESS PRACTICE STANDARDS

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

a part hereof, as the same may exist or as it may be amended from time to time: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing and issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) service interruptions. No provisions of 207 CMR 10.00 are waived, however, the Issuing Authority reserves the right to do so.

SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES
[SEE G.L.c. 166 §5(h)]

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

SECTION 7.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 7.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata

credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.7 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance. In the event the Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The 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) The 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 Act as amended.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable Communications 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 and all governing laws and regulations.

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

(e) The Licensee shall allow the Issuing Authority to receive any requested historical data on trouble/complaint, if there is written authorization by Subscriber complainant for any case being negotiated, subject to being consistent with applicable privacy law.

(f) Prior to the commencement of Cable Service to a new Subscriber, and annually thereafter to all Cable System subscribers, the Licensee shall provide Subscribers with a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

(g) Subject to applicable law, neither the Licensee nor its designee nor the City nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or

monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties 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 the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

(h) No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

(i) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designees nor its employees shall make available to any third party, including the City, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(j) Upon a request by a subscriber, the Licensee shall make available for inspection by a subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said subscriber. A subscriber may obtain from Licensee a copy of any and all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy. A subscriber or user may challenge the accuracy,

completeness, retention 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.

(k) The Issuing Authority and the Licensee shall periodically review this Section to determine that it effectively addresses appropriate concerns about privacy.

SECTION 7.9 - DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee shall waive any charges.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to show an employee identification card issued by the Licensee. If an employee does not present an identification and a visit does not take place as a result, no charge for such visit shall be incurred.

**ARTICLE 8
RATES AND CHARGES**

SECTION 8.1 - RATES AND CHARGES

(a) A price schedule for service and installation in effect as of the date of execution of this Renewal License is attached hereto as **Exhibit B**. The Licensee shall provide written notice to all City Subscribers at least thirty (30) days in advance of any subscription rate increases. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental (“PEG”) Access and other franchise requirements, may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

(d) All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee’s business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(e) There shall be no additional charge for installation provided a residence is within i) two hundred feet (200’) from existing or proposed aerial feeder line or ii) one hundred fifty feet (150’) of existing or proposed underground feeder line. If a residence is beyond the aforementioned

distance, or if the subscriber desires any custom installation work, the Subscriber shall pay any additional costs incurred by the Licensee to perform the installation work. The Licensee shall provide a detailed estimate of any such costs and obtain the Subscriber's acceptance thereof before any work is performed.

(f) The use of exposed (external) wiring is the standard method of wiring all buildings. Any extra cost incurred by the Licensee in providing concealed wiring requested by the Subscriber will be born by the Subscriber. In any such event, the Licensee shall provide the Subscriber with a detailed estimate of such extraordinary cost and obtain the Subscriber's acceptance thereof before any work is performed.

(g) Where a special type of construction is required by a Subscriber, or when conditions imposed by a Subscriber or the premises involved make the installation exceptionally costly, the extra cost incurred by the Licensee, plus reasonable rate of return, shall be borne by the Subscriber. In any such event, the Licensee shall provide the Subscriber with a detailed estimate of such extraordinary cost and obtain the Subscriber's acceptance thereof before any work is done.

**ARTICLE 9
REGULATORY OVERSIGHT**

SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A 5(b)]

(a) The Licensee shall at its sole cost and expense indemnify and hold the City harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, arising from and in connection with its operation of the Cable System, or caused by the construction, installation, operation or maintenance of any structure, equipment, wire, vehicle or cable authorized pursuant to this Renewal License or otherwise caused by Licensee's activity within the City and arising in connection with its Cable System, however the foregoing shall not require indemnification of negligent acts or omissions of the City. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the City in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable System or arising in connection with other services provided over the Cable System.

(b) Indemnified expenses for events referenced in Section 9.1(a) shall include without limitation all reasonable out-of-pocket expenses, such as attorneys' fees.

SECTION 9.2 - INSURANCE [SEE G.L.c. 166A 5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, 5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the City as an additional insured, 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. 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, upon request, with certificate(s) of insurance and renewals for all policies required herein.

SECTION 9.3 - 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 Fifty Thousand Dollars (\$50,000) running to the City with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A 5(g);
- (2) the indemnity of the City in accordance with G.L.c.166A 5(b);
- (3) the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A 5(f); and

(4) Licensee's compliance with the material terms of the License.

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent.

(c) The City's right to proceed against the performance bond shall be governed by the provision of Section 9.14 (Determination of Material Breach).

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual license fee payable to the City shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to G.L.c. 166A§9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) All payments by the Licensee to the City pursuant to this Section shall be made payable to the City and deposited with the City Treasurer unless directed by the Issuing Authority to do otherwise in a manner that complies with relevant laws.

(c) In the event that the License fee required pursuant to this Section is not tendered on or before the due date, interest due on such fee shall accrue from the date due at the rate of three percent (3%) above the annual prime rate. Any payment to the City pursuant to this subsection shall not be deemed to be part of the license fee to be paid to the City. Upon written directive of the Issuing Authority, Licensee shall prepay to the City for cable-related purposes an amount not to exceed \$10,000.00 to be credited against the next year's payments due under Paragraph (a) of this Section 9.4.

SECTION 9.5 - 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 request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division. Further, to enable the Issuing Authority to reasonably review Licensee's annual payments made under License Section 6.2, Licensee by March 15th of each year provide the Issuing Authority a written Statement of Revenues showing itemization of Gross Annual Revenues allocable to Methuen and upon written request of the Issuing Authority, Licensee shall provide and consult with the Issuing Authority as needed to determine the accuracy of the calculation of the payments made thereunder.

(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.

(d) Upon request, the Licensee shall file on an annual basis with the Issuing Authority a statistical summary of the operation of the Cable System. Said report shall be limited to: the number of Subscribers, the number of dwelling units passed; and the number of plant miles in construction or completed.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A 11]

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

(a) For false or misleading statements in, or material omissions from, the applications submitted under G.L.c. 166A;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) 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;

(d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;

(f) For failure to complete construction in accordance with the provisions of the Renewal License; and

(g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

Prior to instituting any action against the Licensee under either Section 9.3 (Performance Bond) or Section 9.7 (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 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 9.9 - RIGHT OF REVIEW

Prior to pursuing review under state or federal law, the parties may agree to arbitration under the rules of the American Arbitration Association.

SECTION 9.10 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A 7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application.

SECTION 9.11 - 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. Notwithstanding this Section, to the extent federal law applies pursuant to Section 9.11(b), the applicable provisions of federal law (47 U.S.C.) shall govern.

- (b) 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.

SECTION 9.12 - 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.

SECTION 9.13 - COMMERCIAL NON-DISCRIMINATION

No commercial establishment within the Licensee's service area shall be denied Basic Broadcast Service or Cable Programming Services if requested. In responding to a request for any level or tier of Cable Service, the Licensee shall treat like situated commercial establishments within the service area similarly and in accordance with federal law and regulations.

SECTION 9.14 - DETERMINATION OF MATERIAL BREACH

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any material provision(s) of this License, except as excused by force majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail (postage prepaid), 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:

(1) 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

(2) cure any such default (and provide written evidence to the Issuing Authority of the same) or, in the event that by nature of the default, such default cannot be cured within a thirty (30) day cure day period, promptly to take 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 (postage prepaid), 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.

(b) In the event that the Licensee fails to respond to such notice or default within thirty days or to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period or to diligently continue such efforts until the default is cured, the Issuing Authority may schedule a public hearing no sooner than twenty-one (21) days after written notice, by certified mail (postage prepaid), to the Licensee. The Licensee shall be provided reasonable opportunity to be heard at such public hearing, including the right to present evidence in its own behalf (both testimonial and documentary), to pose questions to witnesses through the Issuing Authority or its designee conducting the hearings and to review documents presented in support of

the claimed material breach. Within thirty (30) days after said public hearing, the Issuing Authority shall make a written determination, based upon evidence introduced at the hearing, whether or not the Licensee is in default of any material provisions of the License.

(c) If the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(1) invoke liquidated damages pursuant to the following:

(a) for failure to operate and maintain the Cable System in accordance with the terms herein herein, Two Hundred and Fifty Dollars (\$250) per day.

(b) for failure to provide the Institutional Network in accordance with Section 3.4 (Institutional Network) herein, Two Hundred and Fifty Dollars (\$250) per day.

(2) exercise/foreclose on all or any appropriate part of the security provided pursuant to Section 9.3 (Letter of Credit);

(3) commence an action at law for monetary damages;

(4) declare the Renewal License to be revoked subject to applicable law; or

(5) invoke any other lawful remedy at law or equity available to the City.

SECTION 9.15 - DISPUTED PAYMENTS

In the event that the Licensee disputes or contests any compensation or other payments required pursuant to Article 9 (Regulatory Oversight) the Licensee shall deposit the disputed or contested amount into an escrow account, to be jointly agreed upon by the parties. Said account shall remain in effect until a determination has been reached by the parties hereto in good faith. At such time when a final determination is made, the funds in the escrow account shall be distributed accordingly. Nothing in this Section shall be constructed as limiting the City's right to enforce the provisions of this entire agreement by and lawful method any other available remedy at law or equity.

ARTICLE 10

MISCELLANEOUS ARTICLE

SECTION 10.1 - SEVERABILITY

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 or any renewal or renewals hereof.

SECTION 10.2 - FORCE MAJEURE

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; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; 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 Licensee's control.

SECTION 10.3 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Mayor, City of Methuen, 41 Pleasant Street, Methuen, MA 01089 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, ATT Broadband, 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 receipt.

SECTION 10.4 - 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 without written amendment.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the date of execution of this Renewal License:

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

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this 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;

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

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

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____ 2002.

Approved as to form:
By: City Special Cable Counsel

William August

CITY OF METHUEN
By:

Mayor Sharon Pollard

MediaOne of Massachusetts, Inc.
By:

David Grain
Senior Vice President
Northeast Region

EXHIBIT A

**PUBLIC AND MUNICIPAL BUILDINGS
ON THE SUBSCRIBER NETWORK**

Public School Buildings along the cable routes receive or to receive free cable service.

Municipal Buildings: Searles, Quinn, Town Yard, Tree, Senior Center, Elmwood, Nevins Library receive free cable service. (Other municipal buildings along the cable routes also eligible to receive free cable service.)

EXHIBIT B

SCHEDULE OF CURRENT MONTHLY RATES AND CHARGES

Please see the following pages.

EXHIBIT C

**PUBLIC AND MUNICIPAL BUILDINGS
ON THE INSTITUTIONAL NETWORK**

Public School Buildings and Municipal Buildings:

Searles

CGS (Comprehensive Grammar School)

Tenney School

Timony School

High School

Central School

Nevins Library