

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
CABLEVISION INDUSTRIES
BY
TIME WARNER ENTERTAINMENT COMPANY, LP;
MANAGED BY THE PRESIDENT
GREATER BOSTON DIVISION**

**TOWN OF ACUSHNET
COMMONWEALTH OF MASSACHUSETTS**

Acushnet Renewal --- November 21, 1996

THE BOARD OF SELECTMEN
OCTOBER 29, 1996

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Massachusetts Cable Commission Form 500 B _____ **Exhibit 13**

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A G R E E M E N T

This Cable Television Renewal License entered into this ____ th day of November 1996, by and between Cablevision Industries Corporation, a **Massachusetts** corporation, and the Board of Selectmen of the Town of Acushnet, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

W I T N E S S E T H

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

WHEREAS, on September 11, 1995, the Issuing Authority granted its approval for a transfer of control of the Cable Television Final License from Cablevision Industries Corporation to Time Warner Cable; and

WHEREAS, pursuant to Section 626(a) of the Cable Communications Policy Act of 1984, the Issuing Authority i) conducted a public hearing, on April 25, 1996, and ii) distributed a questionnaire to Acushnet residents to 1) ascertain the future cable-related community needs and interests of Acushnet, and 2) review the performance of Cablevision Industries Corporation during its current license term; and

WHEREAS, Cablevision Industries Corporation submitted a Massachusetts Cable Television Commission Form 100 to the Town of Acushnet, dated June 6, 1996, for Renewal License to construct, upgrade, operate and maintain a Cable Television System in the Town of Acushnet; and

WHEREAS, the Issuing Authority and Cablevision Industries Corporation did engage in good faith negotiations to further clarify said Renewal Proposal and did agree on proposals regarding the Cable System; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the

technical ability, financial qualifications, upgrade provisions, Cable Television System design and other proposals of the Cablevision Industries Corporation; and

WHEREAS, the Issuing Authority has determined that it is in the best interest of the Town of Acushnet to grant a non-exclusive Renewal License to Cablevision Industries Corporation.

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

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 Acushnet resident and/or any persons affiliated with an Acushnet institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

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

(3) Advisory Committee: The Acushnet Cable Advisory Committee as may be appointed and designated by the Issuing Authority, from time to time.

(4) Affiliate or Affiliated Person: Any Person who or which directly or indirectly controls and owns an interest in the Licensee; any Person which the Licensee directly or indirectly controls and in which the Licensee owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in the Licensee;

provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.

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

(6) CMR: The acronym for Code of Massachusetts Regulations.

(7) 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), and as further amended by Public Law No. 104-104 (1996) (the Telecommunication Act of 1996).

(8) 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.

(9) 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 of Acushnet.

(10) Commercial Subscriber: A commercial non-residential Subscriber to Cable Service

(11) Commission: The Massachusetts Cable Television Commission, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(12) Complaint: Any written or verbal contact with the Licensee in which a Person expresses dissatisfaction with an act, practice, policy or service of the Licensee, otherwise any other definition promulgated by the Commission or the FCC.

(13) 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, among other capabilities.

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

(15) Digital Compression Technology: A commercially proven technology within the cable television industry by which the Licensee may compress the existing channels, on a 5:1 basis (five NTSC channels can be transmitted on 6 MHz or more), or such other ratio as the Licensee in its discretion may choose to utilize.

(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 Acushnet educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(19) Effective Date of the Renewal License (the "Effective Date"): November 21, 1996.

(20) Execution Date of Renewal License (the "Execution Date"): November ___, 1996.

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

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

(23) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees wishing to present non-commercial programming

and/or information to the public.

(23) Gross Annual Revenues: Compensation of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals for the provision of Cable Service over the Cable System including, without limitation: the distribution of any Service over the System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar fees; ~~interest collected on Subscriber fees and/or charges;~~ all Commercial Subscriber revenues; fees paid for channels designated for commercial use; all home shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the **Cable** System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. **Gross Revenues shall not include (1) any taxes on services furnished by the Licensee which are imposed upon any subscriber or user (as opposed to Licensee) by the State, Town or other governmental unit and collected by the Licensee on behalf of said governmental unit; (2) programming revenues of any Affiliate whose programming is carried on the system where such revenues are paid to said Affiliate by the Licensee and recovered by the Licensee through charges to subscribers that are included in Gross Revenues; (3) to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit**

adjustments, returned checks and asset sales when such sales do not occur in the ordinary course of business; and (4) revenues of any Affiliate from the sale of merchandise or non-cable services, including subscriptions to periodicals, as a result of or due to advertising on the system (5) revenues from services generally not considered cable television audio/video programming, such as internet and data services.

(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) Institutional Network ("I-Net" or "I-Trunk"): The separate four hundred Megahertz (400 MHz) cable, consisting of Upstream and Downstream Channels, for the non-commercial use of the Issuing Authority, its designees and the Licensee.

(27) Issuing Authority: The Board of Selectmen of the Town of Acushnet, Massachusetts.

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

(29) License Fee or Franchise Fee: The payments to be made by Licensee to the Town of Acushnet, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.

(30) Licensee: Cablevision Industries Corporation ("CVI"), or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(31) Local Origination ("LO") Programming: Local programming produced and presented by the

Licensee.

(32) Multichannel Video Programming Provider: A Person who or which makes available to residents in Acushnet multiple channels of Video Programming.

(33) NCTA: The acronym for the National Cable Television Association.

(34) NTSC: The acronym for the National Television Systems Committee.

(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 to the Cable System.

(37) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis, or a package of services, in addition to the fee or charge for the Standard Cable Service, or for such other service tier required by applicable law.

(38) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or time basis, in addition to the fee or charge for Basic Service, or for such other service tier required by applicable law.

(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 the Bank of Boston, or its successor.

(43) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Acushnet 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, rights of way, public utility easements or any other easements or rights of way dedicated for compatible uses, 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 un-receivable without the use of a Converter or other decoding device.

(47) Service: Any Basic Service, Standard Service, any Pay Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(48) Service Related Activity: Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the Cable System for the provision of Cable Service or the production or distribution of any Service over the Cable System by any Person other than the Licensee, including, without limitation, operation of studio or any other facilities or equipment, billing, audience promotion, and/or installation or lease of equipment.

(49) Signal: Any transmission of electromagnetic or optical energy which carries video programming from one location to another.

(50) State: The Commonwealth of Massachusetts.

(51) Subscriber: Any Person, firm, corporation or other entity, located in Acushnet, 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.

(52) Subscriber Network: The 550 MHz Cable System, to be owned ,operated and maintained by the Licensee.

(53) System Completion: That point when the Licensee has provided written documentation to the Issuing Authority that i) it has fully upgraded to a 550 MHz trunk in the Town and ii) said 550 MHz Cable system has been made available to one hundred percent (100%) of the non-commercial; residential households in the Town.

(54) Town: The Town of Acushnet, Massachusetts.

(55) Town Counsel: The Town Counsel of the Town of Acushnet, Massachusetts.

(56) Trunk, Feeder Line and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

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

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

(59) VCR: the acronym for video cassette recorder.

(60) 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

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Acushnet, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive cable television renewal license to the LICENSEE authorizing and permitting the Licensee to upgrade, construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Acushnet.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended, attached hereto as Exhibit 1; the regulations of the FCC; the Cable Act; the 1992 Cable Act; and all Town, State and federal statutes and by-laws of general application.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to upgrade, construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways under the jurisdiction of the Town of Acushnet within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Acushnet. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways. Disputes between the Licensee and other parties regarding use of Public Ways shall be resolved in accordance with any applicable regulations of the DPW

and any special laws or Town by-laws enacted hereafter.

Section 2.2 --- **TERM OF RENEWAL LICENSE**

The term of this Renewal License shall commence on November 21, 1996 and shall expire on November 21, 2006, unless sooner terminated as provided herein or surrendered.

Section 2.3 --- **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 television system within the Town of Acushnet; 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, the grant of any additional cable television license(s) shall on substantially equivalent terms and conditions as those contained in this Renewal License. The Grant of any additional cable television license(s) shall be at the sole direction of the Issuing Authority. This paragraph shall be subject to specific performance.

(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 a ~~Multichannel Video Programming Provider, which is not affiliated with the Licensee in any way, is providing Programming to residents in the Town, and is not required to be licensed by the Issuing Authority, and to the extent that the Licensee reports~~ **in writing** to the Issuing Authority that it is at a competitive disadvantage as a result **of a Multichannel Video Programming Provider operating in the Town that is not required to be licensed by the Town**, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage in assessing a Section

625 request from the Licensee. The Issuing Authority and the Licensee agree that theKen to revise.....nature and extent of specific kinds of potential competing Multichannel Video Programming Provider(s) or the terms and conditions of any such potential competition that may occur are unforeseeable of as the Execution Date of this Renewal License.

Section 2.4 --- **POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public **and of general applicability**. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5 ---**REMOVAL OR ABANDONMENT**

Pursuant to M.G.L. Chapter 166A, Section 5(f), the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances in the Public Ways and shall restore all areas to their original condition.

Section 2.6 ---**TRANSFER OF THE RENEWAL LICENSE**

(a) Pursuant to M.G.L. Chapter 166A, Section 7, this Renewal License, nor control thereof, shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given subject to a written application therefor on forms prescribed by the Commission and/or 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) Except as otherwise permitted **or limited** by applicable law(s) and/or regulations, in considering a request to transfer control of this Renewal License, the Issuing Authority may consider the transferee's i) management experience, ii) technical expertise, iii) financial capability, and iv) legal ability to operate the Cable System pursuant to this Renewal .

(c) 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 2.7 --- EFFECT OF UNAUTHORIZED TRANSFER ACTION~~

~~----- (a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall:~~

~~----- (i) be deemed a material breach of this Renewal License; and~~

~~----- (ii) among other remedies available to the Town, be subject to a liquidated damages assessment, which assessment shall be four hundred dollars (\$400.00) per day until the taking of an action described in Section 2.6(a) supra is approved, or if not approved, until the prior ownership, control or other status quo ante is restored to a condition satisfactory to the Town.~~

~~----- (b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been affected, the Issuing Authority may revoke and terminate this Renewal License.~~

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

Section 2.7 PROCEEDINGS UPON EXPIRATION OR REVOCATION OF LICENSE

In the event that this Renewal License is revoked, and all appeals have been exhausted, or that it expires, and that the Issuing Authority determines not to renew this Renewal License and all appeals have been exhausted, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, by transferring the cable system to the Town or a

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subsequent licensee in accordance with 47 U.S.C. § 547.

ARTICLE 3 SYSTEM DESIGN

Section 3.1--- SUBSCRIBER NETWORK

(a) No later than twenty-six (26) months from the Effective Date of this Renewal License, the Licensee shall make available to all residents of the Town a five hundred fifty Megahertz (550 MHz) Subscriber Network, fully capable of carrying at least seventy-five (75) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. Until that time, the Licensee shall continue to operate its four hundred ~~fifty~~ Megahertz (~~450-400~~ MHz) cable system, currently capable of providing fifty-two (62) downstream video channels.

(b) The backbone or trunk cable connecting the Licensee's Headend to the Cable System, as well as backbone or trunk cable extensions to local distribution nodes, shall utilize fiber-optic wires and fiber-to-feeder architecture in all instances where technology will result in appreciable Signal quality improvements.

(c) No later than System Completion, the Licensee shall transmit all of its Signals to Acushnet Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

(d) The terms of Section 3.1(a) shall be satisfactorily met ("System Completion") only upon the full construction, upgrade, activation, and availability to all residents in the Town to the 550 MHz Cable System as required herein.

Section 3.2 --- INSTITUTIONAL NETWORK

(a) Licensee shall continue to operate and maintain, without charge to the Town for such network, the four hundred (400) Megahertz (MHz) Institutional Network, ("I-Net") to be utilized by the Town and the Licensee. The I-Net shall comply with the I-Net schematic diagram, attached hereto as Exhibit 1.

(b) Said I-Net shall be capable of providing four (4) Downstream Channels and fifty-two

(52) Upstream Channels. The Town shall have the exclusive right to program and otherwise use a total of nine (9) I-Net channels consisting of three (3) Downstream Channels and ~~six (6)~~^{four (4)} Upstream Channels. **The Town or its designee shall only use the I-Net for municipal and educational programming and/or data transmission, or other non-commercial purposes and not for sale or lease of I-Net capacity to non municipal users. Licensee shall have the use of all other of the aforesaid I-Net channels, at its sole discretion. The Institutional Network shall not be extended to any location except as specified in this agreement. Except with the written permission of the Licensee, the I-Net may not be used, by the Issuing Authority, to transmit or receive any communication (in whatever form, whether video, audio, data, voice or otherwise) that (i) the Licensee is or will be in the business of transmitting, and/or (ii) is destined to or originating from any other switched network, including without limitation the facilities of any local or long distance telephone company, except for non-commercial educational materials.**

(c) Within six (6) months of the Effective Date of this Renewal License, the Licensee shall provide, without charge to the Town and/or designated institutions, an activated I-Net Drop and Outlet(s) to each of the institutions listed in Exhibit 2 of this Renewal License. The Licensee shall discuss the location of each Drop and Outlet with the appropriate official(s) in each of the buildings/institutions designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet.

(d) The Issuing Authority may request additional I-Net Drops and Outlets for public buildings, institution and/or non-profit agencies, beyond any such Drops and Outlets required herein, which the Licensee shall install at cost plus a reasonable rate of return, as allowed by applicable laws, to the Town.

(e) The I-Net shall be interconnected with the Subscriber Network at the Headend, or such other location determined by the Licensee. All remote video Signals shall be sent on an Upstream Channel to the Headend, or other location, where it shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the automatic switching of all Upstream Channels. Said Signal switching shall be performed by the

Licensee at no cost to the Town.

(f) The Town shall hold the Licensee harmless at all times during the term of this Renewal License **and after its expiration** from any and all claims, actions and/or proceedings arising out of the actions of the Town **and/or the Licensee** in transmitting, conveying or otherwise carrying, or failing to transmit, convey or otherwise carry, any and all data transmissions originated and/or generated by the Town on the I-Net channels made available to, and used by, the Town; provided, however, that this paragraph (f) shall in no way restrict or limit any rights the Issuing Authority may have to seek specific performance of this Section 3.2. The Town shall, without charge to the Licensee, defend any such claim, action or proceeding.

(g) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. In accordance with applicable federal and state law, the Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(h) In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town, Licensee or other User, the Licensee shall resolve the technical problem in a timely manner. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem.

(i) Nothing in this Section 3.2, or elsewhere in the Renewal License, shall prevent the Issuing Authority from allowing PEG Access use of one (1) or more of the designated I-Net ~~I-Net~~ channels described in Section 3.2(b) herein.

Section 3.3 --- **PARENTAL CONTROL CAPABILITY**

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

Section 3.4 --- **EMERGENCY ALERT OVERRIDE CAPACITY**

Unless otherwise provided by applicable law, the ~~The~~Subscriber Network, described in Section 3.1 herein, shall continue to have an activated emergency audio alert override of ~~all~~ Downstream Channels, to be controlled remotely by the Issuing Authority, and provided by the Licensee at no charge to the Town. The Issuing Authority shall assume full responsibility that access to the emergency alert override system is limited to public safety officials responsible for emergency communications.

Section 3.5 --- **SYSTEM TECHNICAL SPECIFICATIONS**

Attached hereto as Exhibit 3, for informational purposes, are the FCC's Technical Standards.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

Section 4. 1 --- SERVICE AVAILABLE TO ALL RESIDENTS

(a) No later than January 31, 1999, the Licensee shall make its 550 MHz Cable System Service available to all residential of the Town.

(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 two hundred fifty feet (250') from the existing aerial Trunk and Distribution System, as of the Effective Date of this Renewal License . If a residence is located more than 250' from the Trunk and Distribution System, there shall be an addition charge based upon actual costs and a reasonable return on investment, in compliance with applicable State and federal regulations. Any such work shall be performed only after the Licensee has provided the affected party with a cost estimate of any such costs and has obtained the party's acceptance thereof.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred fifty (250) feet of the existing Cable System plant, provided that no trunk or distribution type construction is required and sub surface is dirt or similar soft surface. Underground installations within two hundred fifty (250) feet of the existing Cable System plant requiring trunk or distribution type construction or involving a hard surface or that require boring through rock or under sidewalks, streets, flower bedding, etc., are considered non-standard installations and shall be provided at a rate based upon actual cost and a reasonable return on investment. Underground installations more than 250' feet from existing Cable System plant requiring trunk or distribution type construction or involving a hard (concrete or asphalt, etc.) surface shall be provided at a rate based upon actual cost and a reasonable return on investment.

Section 4.2 --- LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall construct, install, operate and maintain the Cable Television System within the Town of Acushnet. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3 --- **CHANGE-OVER PROCEDURES**

Subject to Section 3.1 supra, the Licensee shall change-over all of its Acushnet Subscribers from its 400 MHz cable system to the 550 MHz Cable System in accordance with the following procedures:

(i) Before any Subscriber is changed-over to the 550 MHz System, the Licensee shall inform all Subscribers, in accordance with applicable laws and regulations, of, among other topics, the method of System change-over, the Licensee's service(s), VCR compatibility, increased channel capacity and programming and all rates and charges.

(ii) ~~During the period change over is made available to each Subscriber, there~~ There shall be no installation charges to then-existing Subscribers for such change-over to the 550 MHz system, for any Subscribers who maintain the same or a similar level of Service.

(iii) If any Subscriber(s) loses Service on account of the change-over, the Licensee shall comply with Section 8.4 infra.

Section 4.4 --- **NOTICE CONCERNING CONSTRUCTION ACTIVITIES**

(a) On a bi-weekly basis during its upgrade of the Cable System to 550 MHz, 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 following two (2) weeks. Periodically, throughout the Cable System upgrade, the Licensee shall also place notices in a local newspaper of general circulation in order to notify Acushnet Subscribers about the time and place of various upgrade construction activities.

(b) For reference purposes, and upon request, the Licensee shall provide the Issuing Authority with the names and addresses of any construction company(s) operating in the Public Ways.

Section 4.5 --- UNDERGROUND FACILITIES

(a) In areas of the Town in which telephone lines and electric utility lines are being placed underground, after the Effective Date of this Renewal License, whether required by law or not, all of the Licensee's lines, cable and wires shall be underground, subject to M.G.L. Chapter 166. At such time as telephone and electric utility lines are placed underground by the telephone and electric utility companies or are required to be placed underground by the Town, the Licensee shall likewise place its facilities underground, without charge to the Town.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town ~~by-laws~~ **ordinances**, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.6 --- TREE TRIMMING

The Licensee shall be subject to M.G.L. Chapter 87, M.G.L. Chapter 166A Section {5}[a] and all rules established by the Issuing Authority, its designee(s) and/or Town departments in the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein.

Section 4.7 --- RESTORATION TO PRIOR CONDITION

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

paid by the Licensee upon demand by the Issuing Authority.

Section 4.8 --- TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.9 --- DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Town, 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, in writing {except in an emergency situation(s)}, by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.10 --- SAFETY STANDARDS

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of these codes shall be by the appropriate regulatory authority.

Section 4.11 --- PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section ~~4.14~~ **4.15** infra.

Section 4.12 --- **PRIVATE PROPERTY**

The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.13 --- **RIGHT TO INSPECTION OF CONSTRUCTION**

(a) The Issuing Authority or his designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order 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 without charge to the Licensee and shall have the prior written approval of the Licensee, except with respect to an inspection by a public safety official in emergency situation, which approval shall not be unreasonably denied. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days 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 4.14 --- **CONSTRUCTION MAPS**

Upon written request of the Issuing Authority ~~or its designees~~, the Licensee shall file with the Issuing Authority, or its designee, "as-built" maps of all existing and newly constructed Cable System

plant; provided, however, that such requests shall not be made more than once per year.

Section 4.15 --- SERVICE INTERRUPTION

Except during the construction or upgrade of the Cable System or where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers, given over one (1) of the Cable System's **PEG Access** ~~local~~ **C**channels. This section shall not apply to necessary interruptions resulting from Subscriber change-over to the 550 MHz Cable System.

Section 4.16 --- COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishment(s) in the Town on a non-discriminatory basis and that such establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee. The Licensee has advised the Issuing Authority and/or its designees that certain Programming Services may not be available to commercial establishments, pursuant to applicable law or the Licensee's agreements with its program suppliers.

Section 4.17 --- "DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5 SERVICES AND PROGRAMMING

Section 5.1 --- BASIC SERVICE

To the extent required by applicable law, Licensee shall provide Basic Service which shall include all broadcast television Signals in the Acushnet area which it is required to carry and the Downstream PEG Access Channels. Except as required by applicable law, all Programming decisions are at the sole discretion of the Licensee and may be subject to change from time to time.

Section 5.2 --- PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act and subject to Section 5.1 above, the Licensee shall maintain the mix, quality and broad categories of programming set forth in Exhibit 4, attached hereto. **Pursuant to federal law, all programming decisions, including the programming listed in Exhibit 4, attached hereto, are at the sole discretion of the Licensee**

(b) In accordance with applicable laws and regulations, the Licensee provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Acushnet programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3 --- LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.4 --- VCR/CABLE COMPATIBILITY

(a) In accordance with applicable laws, Licensee shall comply with any compatibility rules regarding equipment owned by Subscribers. The Licensee shall provide to any Subscriber, upon request, an A/B switch or by-pass switch, which will allow VCR owners to tape and view programming to which

he or she subscribes and is capable of being tuned by such owner's television set and/or VCR. Attached hereto, as Exhibit 5, are some of the different options available to VCR owners for installing VCRs to be compatible with the Cable System. The Licensee shall make these options available to all Subscribers in writing with applicable charges, no later than the Effective Date of this Renewal License.

(b) Pursuant to applicable law, the Licensee shall not Scramble or otherwise Encode, in any manner or form, for the entire term of this Renewal License, 1) any off-air Signals or 2) any of the PEG Access Channels.

(c) Subject to Section 5.4(b) above and applicable law, the Licensee reserves its rights to Scramble or otherwise Encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice to its Subscribers and potential subscribers of its policies and practices regarding equipment supplied by the Licensee.

Section 5.5 --- DROPS AND BASIC SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide, install and maintain one (1) Subscriber Cable Drop and Outlet and the monthly Basic Service, without charge(s) to the Town and/or any designated institution, to all police and fire stations, public libraries all community and/or recreation rooms in all Elderly Housing developments and all other public buildings along the Cable System plant route included in Exhibit 6, attached hereto and made a part hereof, and any other public building along the Cable System plant route as designated, in writing, by the Issuing Authority. The Licensee shall coordinate the location of each Drop and Outlet with each of the aforementioned institutions newly receiving such Service. The Licensee shall supply one (1) Converter for each Outlet, without charge(s) to the Town and/or any designated institution, if required for the reception of monthly Basic Service.

(b) the Issuing Authority may request an additional ten (10) Drops and Outlets to be provided to public buildings along the Cable System plant route. There shall be no charge(s) to the Town or any designated institution for the installation and provision of said drops and/or Outlets. The Licensee shall supply one (1) Converter for each Outlet, without charge(s) to the Town, if required for the reception of monthly Basic Service. The Licensee shall install such Outlet within sixty (60) days of any request(s) from the Issuing Authority, weather conditions permitting. The Licensee shall maintain Drops, Outlet and Converters required by this section for normal wear and tear without charge to the Town and/or any designated institution; provided, however, that the Town and/or designated institution shall be responsible for repairs and/or replacement necessitated by any act of vandalism or theft.

(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.

Section 5.6 --- DROPS AND MONTHLY SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall continue to provide one (1) Subscriber Cable Drop with one (1) Outlet and the monthly **Basic** Service, including those non-Premium, non-Pay-Per-View satellite Services which support Cable in the Classroom Programming, carried on the Cable System to all Acushnet public schools

listed in Exhibit 7, attached hereto and made a part hereof.

(b) Upon System Completion, without charge(s) to the Acushnet School Department, (the "School Department"), the Licensee shall provide ~~an additional~~ two (2) Subscriber Cable Drops and two (2) Outlets and the monthly **Basic** Service, including those non-Premium, non-Pay-Per-View satellite Services which support Cable in the Classroom Programming, carried on the Cable System to each floor of all public schools listed in Exhibit 7, attached hereto and made a part hereof. The Licensee shall supply one (1) Converter for each Outlet, without charge(s) to the Town or the School Department, if required for the reception of such monthly ~~non-Premium Services~~ described in this Section 5.6(b).

(c) The Licensee shall install such Drop and/or Outlet within sixty (60) days of any written request(s) from the School Department, weather conditions permitting.

(d) The Licensee shall maintain such Drops, Outlets and Converters for normal wear and tear, without charge to the Town or School Department; provided, however, that the School Department shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(e) The Licensee shall discuss the exact location of each Outlet with the proper officials in each of the school buildings entitled to such Outlet, prior to any such installation.

(f) In the event that the School Department seeks to have additional Outlets in school buildings in excess of that specified in Section 5.6(a) & (b) above, the Licensee shall provide, at cost, appropriate cable(s) and electronic equipment to the School Department, upon request. The School Department shall install said cable(s) and electronic equipment utilizing school personnel, without charge to the Licensee.

ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT

Section 6.1 --- PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

(a) Licensee shall continue to operate, ~~maintain~~ and **maintain** staff its Public Access/LO Studio, located in the Town of Fairhaven, for the entire term of this Renewal License. Said studio will be for the joint use of Acushnet Public Access Users, Fairhaven PEG Access Users and Licensee.

(b) The Licensee shall not move or otherwise relocate said studio without the advance notification to the Issuing Authority. In the event that the Licensee decide relocate said studio to another location in the Town of Fairhaven, any rebuild and/or relocation costs related to such move shall not be passed-through to Acushnet Subscribers.

(c) Said studio shall continue to be open for Acushnet Public Access/LO use not less than forty (40) hours per week, including eight (8) hours after 5 pm and four (4) hours on ~~Saturdays, during the hours of; (i) __:00 A.M. until __:00 P.M. Monday through Thursday; (ii) __:00 A.M. until __:00 P.M. on Fridays; and (iii) __:00 P.M. on Saturdays.~~ The Licensee shall work with the Issuing Authority or its designee(s), in good faith, on insuring flexible hours to meet the needs of Public Access Users in the Town.

(d) Acushnet Public Access Users shall be entitled to exclusive use of said Public Access/LO **S**studio one-third (1/3) of the hours that said studio is open, pursuant to paragraph (c) above. Unless otherwise agreed to, in writing, by the Issuing Authorities and the Licensee, Acushnet Public Access Users shall ~~be entitled to exclusive use of~~ **use** said studio as follows:

i) Every Tuesday and the first, second and third Friday, of every month (approximately eighty-eight [88] days per calendar year);

ii) The second and fifth Saturdays of each month (approximately sixteen [16] Saturdays per

calendar year).

iii) The Issuing Authority and Licensee shall agree on evening hours to be dedicated for exclusive Acushnet Access Users.

iv) Any Acushnet Public Access User shall be entitled to use said Public ~~EG~~ Access/LO Studio at the times specified herein upon at least three (3) days advance notice to the Licensee's studio staff person (the "Program Coordinator").

v) In the event that no Acushnet Public Access User has given the Program Coordinator at least ~~seven (7)~~ **three (3)** days advance notice of his or her intention to use said studio, the Program Coordinator may schedule such studio slots to any other Public Access User.

(e) Fairhaven Public Access Users shall be entitled to exclusive use of said Public Access/LO Studio two-thirds (2/3) of the hours that said studio is open, pursuant to paragraph (c) above.

(f) Acushnet Public Access Users may request use of said studio at times other than those reserved exclusively for Acushnet Access use, in the event that Fairhaven Public Access Users do not give the Program Coordinator at least three (3) days advance notice of their intention to use said Public Access/LO Studio at those times reserved for Fairhaven Access use.

(g) In the event that the Issuing Authority or the Licensee believes that said procedures regarding the use of the Licensee's Public Access/LO Studio should be changed or modified to benefit Acushnet Access Users, the Issuing Authority and the Licensee shall negotiate in good faith any such changes or modifications.

Section 6.2 --- **PUBLIC ACCESS/LOCAL ORIGINATION STAFF**

(a) The Licensee shall continue to retain a minimum of one (1) full-time staff person, or contractor, designated as the Program Coordinator, who shall (i) be responsible for coordinating the cablecasting of local programming on the Public Access Channel and the L.O. Channel on the Cable system, including Licensee's coverage of a reasonable amount of community events, and (ii) provide

periodic training to access users, during the entire term of this Renewal License.

(b) The Program Coordinator shall continue to conduct scheduled training sessions/programs in the skills necessary to produce PEG Access Programming upon the request of four (4) or more anticipated trainees. Licensee shall provide technical assistance and production services to Acushnet Public Access Users.

(c) The Program Coordinator shall be an employee or contractor of, paid by and under the direction of the Licensee.

Section 6.3 -- **PUBLIC ACCESS/LOCAL ORIGATION BUDGET**

(a) The Licensee shall continue to maintain current studio staff levels and studio expenditure levels provided during the previous cable television license term, except as may be required for adjustments in normal operating expenses.

(b) Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority a report of the previous year's ~~studio and personnel operating expenses and expenditures~~ related to Public Access and Local Origination Programming, in reasonable detail and in accordance with Generally Accepted Accounting Principles. Such requests shall not exceed more than one (1) per year.

Section 6.4 --- **PEG ACCESS AND LO CHANNELS**

(a) Upon the Effective Date, the Licensee shall continue to make available a total of three (3) Downstream Channels for PEG Access/LO use. Said PEG Access Channels shall be **shared with Fairhaven PEG Access use and** made available to Acushnet subscribers, without cost to the Town. Said Channels shall consist of one (1) channel for Public Access/LO use; one (1) channel for Educational Access use; and one (1) channel for Governmental Access use.

(b) Upon System Completion, said three (3) PEG Access/LO Channels shall be programmed exclusively with Acushnet PEG Access/LO Programming, without cost to the Town.

(c) Upstream Channel capacity for PEG Access Programming shall be on the I-Net, pursuant

to Section 3.2 supra.

(d) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access/LO Channels, once established, without advance, written notice to the Issuing Authority..

(e) There shall be no charge to PEG Access Users for the use of said PEG Access Channels. Operating rules for PEG Access Channels shall be formulated, and periodically revised, when necessary ~~at the discretion of~~, by the Licensee.

(f) The Licensee shall maintain the PEG Access Channels at the same standards as those which apply to the Cable System's commercial channels.

Section 6.5 --- **PUBLIC ACCESS/LO STUDIO EQUIPMENT**

(a) Within three (3) months of the Effective Date of this Renewal License, the Licensee shall purchase thirty one thousand dollars (\$31,000.00) of new equipment for its Public Access/LO ~~Studio~~ in Fairhaven. Said purchase shall be Achushnet's proportionate share of ~~of a combined Acushnet/Fairhaven~~ equipment purchase in the amount not less than ninety-three thousand dollars (\$93,000.00).

(b) Once said equipment has been purchased, the Licensee shall submit a detailed list, and total costs, of its PEG Access/LO equipment purchases to the Issuing Authority.

(c) The Licensee shall own the Public Access and LO equipment located in its Public Access/LO Studio, purchased with funding pursuant to this Section 6.3(a) supra. The Licensee shall maintain, insure and repair all such Public Access and LO equipment, without cost to the Town and/or Public Access Users, from the annual funds pursuant to Section 6.3(a) supra. In the event that any such equipment must be repaired, the Licensee shall ~~supplement~~ provide replacement equipment ~~for temporary use~~.

~~----- (d) In no case shall the value of said PEG Access/LO equipment, in Section 6.6 herein, be counted against any License Fee payment, required in Section 7.1 infra, or any other fees or payments required by applicable law.~~

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Section 6.6 --- **PUBLIC ACCESS EQUIPMENT**

(a) Within four (4) months of the Effective Date of this Renewal License, the Licensee shall purchase a two (2) camera portable production unit ("PPU") for the exclusive use of Acushnet Public Access Users and Licensee's LO staff for the production of Acushnet local programming only. Said PPU shall conform to the equipment specifications contained in Exhibit 8, attached hereto and made a part hereof. Said PPU shall include appropriate modulation equipment to ensure that Public Access Users can transmit Public Access Programming from remote locations in the Town without the need of traveling to the Public Access/LO Studio or the Headend.

(b) Said PPU shall cost approximately twenty-five thousand dollars (\$25,000.00). The Licensee shall submit a detailed list, and ~~total proposed~~ costs, of its Public Access/LO equipment purchases to the Issuing Authority, or its designee(s), ~~a reasonable amount of time prior to purchasing said equipment.~~

(c) Said PPU shall be stored at the Public Access/LO Studio in Fairhaven and be maintained and repaired by the Licensee, without charge(s) to the Town ~~Town and/or Public Access Users.~~ Such repairs shall be funded pursuant to Section 6.3(a) supra.

Section 6.7 --- **EDUCATIONAL AND GOVERNMENTAL ACCESS EQUIPMENT**

(a) Within six (6) months of the Effective Date of this Renewal License, the Licensee shall purchase a one (1) PPU for the exclusive use of Acushnet PEG Access Users. Said PPU shall conform to the equipment specifications contained in Exhibit 9, attached hereto and made a part hereof. Said PPU shall include appropriate modulation equipment to ensure that PEG Access Users can transmit PEG Access Programming from remote locations in the Town without the need of traveling to the Public Access/LO Studio or the Headend.

(b) Said PPU shall cost approximately ten thousand dollars (\$10,000.00). The Licensee shall submit a detailed list, and ~~total proposed~~ costs, ~~of its one (1) camera PPU purchase to the Issuing Authority, or its designee~~ ~~a reasonable amount of time prior to purchasing said equipment.~~

(c) Said PPU shall be stored at the Town Hall in Acushnet, or other location designated by the Issuing Authority. Said PPU shall be maintained and repaired by the Town ~~pursuant to Section 6.9 infra.~~

Section 6.8 --- **EDUCATIONAL AND GOVERNMENTAL ACCESS STUDIO**

(a) Upon the Effective Date of this Renewal License, the PEG Access studio located at the Ford Middle School in Acushnet shall ~~hereafter~~ **hereafter** be designated as the Educational and Governmental Access Studio. Notwithstanding said designation, said studio may be used by Acushnet Public Access Users as well.

(b) Upon the Effective Date of this Renewal License, Licensee shall transfer ownership of the Educational and Governmental Access equipment, currently located in the Ford Middle School, to the Town. Upon such transfer, any and all prior agreements, terms and conditions regarding the Ford Middle School, including rent, between the Town, its departments, and the Licensee **promulgated during** ~~pursuant to~~ the prior cable television license, shall be null and void. There shall be no charges or costs to the Town, PEG Access Users and/or Subscribers for said transfer of such equipment from the Licensee to the Town.

(c) Notwithstanding such change in ownership, the Licensee shall continue to provide to the Town technical assistance and advise regarding, and in-house repair of, said Educational and Governmental Access equipment, upon reasonable notice to the Licensee, for a five (5) year period, commencing on the Effective Date of this Renewal License; **provided, however, that the total of in-house or any other repair by the Licensee during said five (5) year period shall not exceed five thousand dollars in the aggregate.**

(d) Within ninety (90) days of the Effective Date of this Renewal License, the Licensee shall provide the Issuing Authority with a check for twenty-five thousand dollars (\$25,000.00) for the purchase maintenance and/or repair of PEG Access equipment.

(e) On January 2, 2002, the Licensee shall provide the Issuing Authority with a check for twenty-five thousand dollars (\$25,000.00) for the purchase, maintenance and/or repair of PEG Access equipment.

(f) Upon activation of the three (3) PEG Access/LO Channels provided pursuant to Section 6.4(b) supra, the Licensee shall provide the Town two (2) character generators in connection with

programming the PEG Access/LO Channels. Said character generators shall cost approximately \$2,000.00 each, and shall be owned, maintained ~~repaired~~ and ~~repaired~~ replaced by the Town. The Licensee shall submit a detailed list, and total costs, of equipment purchases pursuant to this Section 6.8(f) to the Issuing Authority or its designees. The Licensee shall ~~notify~~ ~~review the specifications of such~~ ~~character generators with~~ the Issuing Authority, or its designee, ~~on specifications of such character generators~~ prior to purchasing the same.

Section 6.9 --- **ANNUAL EDUCATIONAL AND GOVERNMENTAL (EG) ACCESS
FUNDING TO THE TOWN**

(a) The Licensee shall provide annual funding to the Town for Educational and Governmental Access Programming in the amount of one and three-quarters percent (1.75%) of its Gross Annual Revenues. Said payments shall be made to the Town on a ~~semi bi~~-annual basis. The first payment shall be made on May 21, 1997, for the preceding six (6) month period; the second payment shall be made on November 21, 1997 for the preceding six (6) month period. Thereafter, the Licensee shall make said payments on every May 21st and November 21st of each year of this Renewal License.

(b) The Licensee shall file with each such ~~semi bi~~-annual payment a statement certified by the Licensee's Chief Financial Officer documenting, in reasonable detail, the total of all Gross Annual Revenues derived by the Licensee during the preceding six (6) month period.

(c) The Issuing Authority shall use said 1.75% funding exclusively for PEG Access Programming purposes, at the discretion and direction of the Issuing Authority.

Section 6.10 --- ~~WEEKLY~~ **PEG ACCESS AND LO PROGRAMMING**

(a) The Licensee shall continue to produce and cablecast events of interest to Acushnet Subscribers.

(b) The Licensee shall continue to produce, assist in the production of and cablecast levels of unduplicated Public Access/LO Programming ~~each week~~ that were produced during the prior cable television license term. Said ~~weekly~~ Public Access/LO Programming may consist of both live and taped Programming.

(c) The ~~Issuing Authority, or its designee,~~ Licensee shall be responsible for producing ~~and cablecasting~~ governmental and educational meetings and events. The Licensee shall cablecast said governmental and educational productions through-out the term of this Renewal License.

(d) For a period of one (1) year from the Effective Date of this Renewal License, upon ~~reasonable~~ notice of the Issuing Authority, or its designee, the Licensee shall assist the Issuing Authority

or its designee(s) in the production of specified Acushnet educational and/or governmental meetings and/or community events.

(e) The Issuing Authority and/or its designee(s) may identify areas of importance for LO programming and submit such information to the Licensee pursuant to Section 6.11 below.

Section 6.11 --- **PUBLIC ACCESS/LO PROGRAMMING MANAGEMENT**

(a) The Licensee shall have the continuing responsibility of providing Public Access and LO Programming to Acushnet Subscribers throughout the term of this Renewal License; provided, however, that, subject to Section 6.10 above, the Licensee shall have editorial discretion over LO Programming.

(b) Public Access Programming shall be a cooperative effort among the Licensee, the Issuing Authority and its designee(s).

(c) Upon **reasonable** request, the Licensee shall meet with the Cable Advisory committee, or such other group designated by the Issuing Authority, to discuss Public Access/LO Programming.

Section 6.12 --- PEG ACCESS AND LO PROGRAMMING COSTS

(a) There shall be no charge to the Town and/or PEG Access Users for use of the Public Access/LO facilities.

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

~~----- (i) If requested to do so by the Issuing Authority, the Licensee shall itemize and verify any such externalized, line-itemized or passed-through PEG Access/LO equipment costs, in sufficient detail to enable the Issuing Authority to independently verify that such costs have been externalized, line-itemized or passed-through allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.~~

Section 6.13 --- CENSORSHIP

Neither the Town nor the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.14 --- ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over each PEG Access Downstream Channels, no more than three (3) PEG Access Programs shall be modulated, then transmitted at one time from locations on the I-Net, on one of the I-Net Upstream Channels made available, without charge, to the Town for its use. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels provided by the Licensee.

(b) It shall be the Licensee's sole responsibility to ensure that said Programming is properly switched, either manually or electronically at the Headend, to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. It shall be the Issuing Authority's sole responsibility to ensure that said programming is properly modulated at each remote location. The Licensee shall not charge the Town for such Headend switching responsibility

(c) The Licensee shall maintain and repair all necessary switching and/or processing equipment located at its Headend or at its Public Access/LO studio in order to switch Upstream Signals from the Town to the designated Subscriber Network PEG Access Downstream Channels. Except as provided otherwise in Section 6.5, 6.6 and 6.7 supra, the Issuing Authority shall provide, maintain and repair all necessary modulating equipment.

Section 6.156 --- **ARTICLE 6 EDUCATIONAL AND GOVERNMENTAL ACCESS**

FUNDING AND CABLECASTING

The annual Educational and Governmental Access funding pursuant to Section 6.9 supra, ~~and the Educational and Governmental Access Programming equipment funding pursuant to 6.7 and 6.8 supra~~ ~~and the Public Access funding and support pursuant to Sections 6.1, 6.2, 6.5 and 6.6 are~~ is subject to the provision that all **Public**, Educational and Governmental Access Programming produced in the Town of Acushnet with said funding shall cablecast exclusively on the **Public**, Educational and/or Governmental Access Channel(s), designated in Section 6.4 supra, on the Acushnet Cable System; provided, however, that such **Public**, Educational and Governmental Access Programming produced in the Town may be made available to other providers of Video Programming in the Town, if any, upon payment to the Town of equivalent funding ~~or support~~ to that in Sections **6.1, 6.2, 6.5, 6.6, 6.7, 6.8 and 6.9** herein, ~~except that LO Programming produced with funding pursuant to Article 6 shall be exclusively cablecast on Licensee owned Cable Systems only.~~

ARTICLE 7 LICENSE FEES

Section 7.1 --- LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws, 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 the purpose of this section, shall be calculated on the last day of each year of the term of this Renewal License. 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.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License, **unless otherwise provided by law**, and ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail pursuant to Section 13.3 (b) *infra*, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(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/LO Studio payments and/or equipment (Sections 6.6); ii) the PEG Access Equipment provided to the Town herein (Sections 6.5, 6.6, 6.7 and 6.8); iii) any interest due herein to the Town because of late payments; and/or iv) any liquidated damages herein Section 11.2).

Section 7.2 --- 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 or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

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

(c) All Services, equipment, channel capacity, and facilities, resources and other things of value to be paid, supplied or provided by the Licensee are for the benefit of all Subscribers. The Licensee agrees that said things of value are not within the meaning of the term "franchise fee" as defined in Section 622(g)(1) of the Cable Act and fall within one or more exclusions to the term "franchise fee" as defined in Sections 622(g)(2)(A) through (D) of the Cable Act.

Section 7.3 --- LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date the Issuing Authority gives written notice, by certified mail, return receipt requested, at the rate of two percent (2%) above the Prime Rate

Section 7.4 --- RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.5, except that Licensee shall not be liable for any interest on the amount tendered to the Town in a timely manner. 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 (1) 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 to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit 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 recomputation. The interest on such additional fee shall be charged from the first due date at the Prime Rate during the period that such additional amount is owed, provided that the Issuing Authority has given notice to the Licensee of such amount due.

Section 7.5 --- AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

Section 7.6 --- **METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8 RATES AND CHARGES

Section 8.1 --- RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2 --- NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority descriptions of all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as Exhibit 10.

Section 8.3 --- PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory, and Licensee shall comply to all State and federal laws and regulations regarding such rates. 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 maintaining subscribers.

Section 8.4 --- CREDIT FOR SERVICE INTERRUPTION

(a) Pursuant to the M.G.L. 166A, Section 5(l) and 207 CMR 10.09{ 1 } **and { 2 }**, attached hereto as Exhibits **11 and 10**, the Licensee shall grant to any Subscriber pro rata credits and/or rebates for service interruptions.

~~_____ (b) Pursuant to the requirements of 207 CMR 10.09{2}, if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro-rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR 10.09{1}.~~

Section 8.5 --- PEG ACCESS, LO PROGRAMMING AND I-NET COSTS

(a) Consistent with federal and State law(s) governing cable television rate regulation, the Licensee may externalize, line-item or otherwise pass-through any costs associated with its I-Net, PEG Access and/or LO Programming obligations under this Renewal License to Subscribers, including, but not limited to, computation, collection, and/or interest paid on and allocation of any such costs.

(b) The Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations, justifying any such externalized, line-itemized and/or passed-through I-Net, PEG Access and/or LO Programming costs.

(c) Based upon the Licensee's FCC rate filings, the Issuing Authority may file comments with the Commission regarding any such externalized, line-itemized and/or passed-through I-Net, PEG Access and/or Programming costs. **Copies of such comments shall be concurrently filed with the Licensee.**

ARTICLE 9 INSURANCE AND BONDS

Section 9.1--- INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority within thirty (30) days of the Effective Date of this Renewal License and annually thereafter, upon request, copies of the certificates of insurance for the following policies:

(1) A general commercial liability policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.

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

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

(b) Such insurance shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance

business in the State.

(d) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal License and be subject to Section 11.3 infra.

Section 9.2 --- PERFORMANCE BOND

(a) The Licensee shall maintain without charge to the Town throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) When the 550 MHz Cable System has been completed pursuant to the terms of Section 3.1 infra, said performance bond may be reduced to the sum of ~~Twenty~~ **Fifty** Thousand Dollars (~~\$250,000.00~~); provided, however, that the Licensee shall notify the Issuing Authority in writing, thirty (30) days in advance of such reduction, that it has completed the Cable System construction as required by Section 3.1. The Licensee shall not reduce the amount of said bond until the Issuing Authority grants, in writing, its approval for such reduction, which approval shall not be unreasonably denied or delayed.

(c) The performance bond shall be effective throughout the term of this Renewal License, including a six (6) month period after the expiration of this Renewal License, for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(d) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or

from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 --- **INDEMNIFICATION**

(a) The Licensee shall, without charge to the Town, indemnify and hold harmless the Town, the Board of Selectmen, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, upgrade, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the construction, upgrade, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. In the event that the Town employs outside counsel for the purposes set forth herein, the Licensee shall pay the costs of such outside counsel for such services.

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

1. Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
2. Afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee; and
3. Fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to Section 9.3 (b) (ii) above.

Section 9.4 --- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

~~-----The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:~~

~~It is hereby understood and agreed that this policy (or bond) shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.~~

ARTICLE 10 ADMINISTRATION AND REGULATION

Section 10.1--- REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor the Licensee's compliance with the terms and conditions of this Renewal License, subject to Section 4.10 supra. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2 --- PERFORMANCE EVALUATION HEARINGS

Upon **reasonable** request, the Licensee shall attend any hearing held by the Issuing Authority, or its designee(s), to review ~~the Cable System~~ **related issues** in the Town.

Section 10.3 --- NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service in accordance with all federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

Section 10.4 --- EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.5 --- REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or

relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after written notice by the Issuing Authority (except in an emergency situation), fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same without cost to the Town. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6 --- INSPECTION

The Issuing Authority or his designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in the performance of such inspection; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 10.7 --- JURISDICTION

Other than administrative actions within the possible jurisdiction of the Commission or the FCC, jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11
DETERMINATION OF BREACH
LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1 --- DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of 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 fourteen (14) days from the receipt of such notice to:

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

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

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. Said hearing notice shall be post in accordance with State law and Town by-laws. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) 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, the Issuing Authority may determine to pursue any of the following remedies:

- i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- iii) commence an action at law for monetary damages;
- iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- vi) 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 Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, unless (i) ~~unless~~ the Licensee makes reasonable efforts to cure said defaults within thirty (30) days **of the notice, or (ii) the Licensee cures such default within 30 days of notice**.

(1) For failure to obtain the advanced, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, four hundred dollars (\$400.00) per day, for each day that any such non-compliance continues.

(2) For failure to construct, upgrade, install, fully activate, operate, and/or maintain the Cable Television System, in accordance with Sections 3.1 herein, three hundred dollars (\$300) per day, for each day that such non-compliance continues.

(3) For failure to construct, install, fully activate, operate and/or maintain the Institutional Network in accordance with Section 3.2 herein and Exhibits 1 and 2 attached hereto, three hundred dollars (\$300) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access/Local Origination programming and equipment provisions in accordance with Article 6 herein, one hundred dollars (\$100) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 12 attached hereto, one hundred dollars (\$100.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Sections 3.2, 5.5 and 5.6 herein and/or Exhibits 2, 6 and 7, one hundred dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 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 provision of this Renewal License and applicable law, including revocation, or any other statutory or judicially imposed penalties or remedies; provided, however, that the collection of such liquidated damages shall be the exclusive remedy for such breach during the period of time such damages are collected.

(C) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

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

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

Section 11.4 --- TERMINATION

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 OF LEGAL ACTION

Subject to Section 15.12 infra, in the event that the Town has reason to believe that the Town has acted, or has failed to act, in such manner as to give rise to claim, in law or equity, against the Town and the Licensee intends to take legal action against the Issuing Authority and/or the Town for any reason, the Licensee shall, unless, in good faith, time and events do not allow for such a period, i) give the Issuing Authority and/or the Town Counsel reasonable notice that an action will be filed, ii) meet with the Issuing Authority and/or the Town Counsel promptly before it files any such action, and iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the Issuing Authority and/or the Town Counsel.

Section 11.6 --- NON-EXCLUSIVITY OF REMEDY

Subject to Section 11.2(B) supra, no decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or 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 and in accordance with State and federal law.

(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 under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or 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

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 --- CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall maintain, operate and staff a full-time customer service office within the Town of Fairhaven, for the purpose of receiving customer inquiries and complaints, made in person, including without limitation, those regarding billing, Service installation, equipment malfunctions and answering general inquiries. Said customer service office shall be open for walk-in business (i) Monday Wednesday and Friday, from 9:00 A.M. to 5:00 P.M.; (ii) Tuesday and Thursday, from 9:00 A.M. to 7:00 P.M.; and Saturday, from 10:00 A.M. to 2:00 P.M.

(b) Said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least thirty (30) days advance notice of any such change(s), (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes and (iii) in no event shall said office be open less than forty (40) hours per week during the entire term of this Renewal License, excluding holidays.

Section 12.2 --- TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as Exhibit 12.

(b) Pursuant to M.G.L. 166A, Section 5(o), the Licensee's main customer service office(s) shall have a publicly listed local telephone number for Acushnet Subscribers.

(c) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if quarterly reports, subject to Section 13.4 infra, do not clearly document that the Licensee's telephone lines are accessible to

Subscribers as required herein.

Section 12.3 --- ANSWERING SERVICE

At all other times than those listed in 12.2(a) above, throughout the entire term of this Renewal License, the Licensee shall maintain a telephone answering service for Subscribers, and provide proper referral regarding emergencies, billing and other Subscriber information.

Section 12.4 --- INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) to Acushnet residents who request Service within seven (7) days of said request, provided that such request is a standard aerial installation, pursuant to Section 4.1(a) supra.

(b) The appointment window alternatives for installations, service calls, and other installation activities shall be either a specific time or, at maximum, a four (4) hour time block during normal business hours, as defined by 47 C.F.R. §76.309. The Licensee may schedule service calls and other installation activity outside of normal business hours for the express convenience of Subscribers.

(c) The Licensee shall make installation and service calls to its Subscribers from 9:00 A.M. to 7:00 P.M., Monday through Friday and from 9:00 A.M. to 5:00 P.M. on Saturday, excluding Sundays and holidays .

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after normal business hours.

(e) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel, subject to Force Majeure. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) Licensee shall remove all subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

Section 12.5 --- FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 12.

Section 12.6 --- BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the required notifications in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 10 and made a part hereof, as the same may exist or as may be amended from time to time.

Section 12.7 --- COMPLAINT RESOLUTION PROCEDURES

(a) Consistent with applicable law(s), the Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) 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 or his designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or his designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, 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.

(ii) 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(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of a the complaint, the Subscriber shall meet jointly in Acushnet with the Issuing Authority or

its designee(s) 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 installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

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

Section 12.8 --- **DAMAGE OR LOSS OF EQUIPMENT**

The Licensee shall comply with all provisions of 207 CMR 9.00, as amended, and any other applicable laws.

Section 12.9 --- **REMOTE CONTROL DEVICES**

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

Section 12.10 --- **EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, upgrade, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be

deemed to be a missed service visit by the Licensee.

Section 12.11 --- **PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

Section 12.12 --- PRIVACY WRITTEN NOTICE

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

Section 12.13 --- MONITORING

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, monitoring signal leakage, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act.

(b) 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. Pursuant to the Section 6319e) of the Cable Act, the Licensee shall destroy personally -identifiable information if the information is no longer necessary for purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.14---DISTRIBUTION OF SUBSCRIBER INFORMATION

Pursuant to Section 631(c)(1) of the Cable Act, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

Section 12.15 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.18 --- SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Pursuant to Section 631(d) of the Cable Act, the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee.

(c) A Subscriber or User shall be provided reasonable opportunity to correct any error in any such personally identifiable information.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 --- GENERAL

(a) If the Issuing Authority has reasonable basis for believing the Licensee is not in compliance with any provision of this Renewal License, upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any relevant **non-proprietary** information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

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

Section 13.2 --- CONSTRUCTION REPORTS

The Licensee shall furnish the Issuing Authority, and/or its designated representatives, with progress reports indicating in detail the progress in, and areas of, construction and upgrade of the Cable Television System, in accordance with the terms and schedule for such upgrade set forth in Sections 3.1 and 3.2 supra.

Section 13.3 --- FINANCIAL REPORTS

(a) The Licensee shall furnish the Issuing Authority with Commission Forms in accordance with M.G.L. 166A, Section 8 and 207 CMR 7.02.

(b) Annually, the Licensee shall provide a separate report, including the following:

i} All Subscriber and all other revenues of any kind, including, but not limited to, regular Basic Service charges, pay programming charges, pay-per-view revenues, installation revenues (including

reconnection, second set, etc.), advertising revenues, leased access revenues, home shopping services revenues and any other special service revenues.

(c) the Licensee shall submit to the Issuing Authority any other report required by the State and/or federal law.

Section 13.4 --- **IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of this Renewal License, upon written request of the Issuing Authority, the Licensee shall provide the Issuing Authority with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 13.5 --- **SUBSCRIBER COMPLAINT REPORTS**

Licensee shall submit a completed copy of Commission Form 500B. (See Exhibit 13) to the Issuing Authority, or its designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st. The Licensee shall record all written and verbal complaints of its Subscribers on said form 500B.

Section 13.6 --- **SERVICE INTERRUPTION REPORT**

The Licensee shall submit a completed copy of Commission Form 500C (See Exhibit 12) to the Issuing Authority, or his designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st.

Section 13.7 --- **PROOF OF PERFORMANCE TESTS**

Pursuant to 47 C.F.R. §76.601, the Licensee shall provide copies of its bi-annual performance tests to the Issuing Authority, upon request.

Section 13.6 --- **QUALITY OF SERVICE**

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), on either the Subscriber Network or the I-Net, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable Television System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested in writing by the Issuing Authority, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- 1) the nature of the complaint or problem which precipitated the special tests;
- 2) the system component tested;
- 3) the equipment used and procedures employed in testing;
- 4) the method, if any, in which such complaint/problem was resolved; and
- 5) any other information pertinent to said tests and analysis which may be required.

(c) At the conclusion of said thirty (30) day period, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such tests and/or engineer only if the tests performed show that the quality of service is not in accordance with applicable laws and/or regulations.

ARTICLE 14 EMPLOYMENT

Section 14.1 --- ENTIRE AGREEMENT

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

Section 14.2 --- 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 captions shall not affect the meaning or interpretation of the Renewal License.

Section 14.3 --- ~~SEPERABILITY~~ SEVERABILITY

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

Section 14.4 --- ACTS OR OMISSIONS OF AFFILIATES

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

Section 14.5 --- **RENEWAL LICENSE EXHIBITS**

Unless indicated otherwise, the Exhibits to this Renewal License, attached hereto, and all portions thereof, are not incorporated herein by ~~this reference~~ and **nor** made a part of this Renewal License.

Section 14.6 --- **WARRANTIES**

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

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

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of 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 proceeding pending or threatened against the Licensee which would interfere with its performance of this Renewal License; and

(v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act.

Section 14.7 --- **FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations

hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

Section 14.8 --- REMOVAL OF ANTENNAS

Pursuant to M.G.L. Chapter 166A, Section 5(h), the Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber, and maintain, an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 14.9 --- SUBSCRIBER TELEVISION SETS

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

Section 14.10 --- APPLICABILITY OF RENEWAL LICENSE

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

Section 14.11 --- NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Acushnet, Acushnet Town Hall, 122 Main Street, Acushnet, Massachusetts 02743, with one (1) copy to the Town Counsel, or such

other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the General Manager, Cablevision Industries Corporation, 85 East Belcher road, Foxboro, Massachusetts 02035, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

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

Section 14.12--- **NO RECOURSE AGAINST THE ISSUING AUTHORITY**

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

Section 14.13 --- **COST OF PUBLICATION**

The Licensee shall assume all costs of publication, printing and distribution of this Renewal License for the use of, and at the request of, the Issuing Authority, up to a limit of ten (10) copies.

Section 14.14 --- **TOWN'S RIGHT OF INTERVENTION**

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

Renewal License, or any provision in this Renewal License.

Section 14.15 --- **TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of this Renewal License and shall continue for the ten (10) year term of this Renewal License, specified in Section 2.2 supra, except as expressly provided for otherwise herein.

Exhibit 1

Institutional Network Schematic

Exhibit 2

Institutional Network Locations

<u>Building</u>	<u>Address</u>
Elementary School	800 Middle Road
Ford Middle School	708 Middle Road
Highway Department	(###) Middle Road
Fire Department	(###) Main Street
Police Department	(###) Main Street
Town Hall	(###) Main Street
Burt School	(###) Main Street

* Remote Origination Points

Exhibit 3

Programming and Initial Signal Carriage

Programming Lineup as of 9/95. Subject to change at the sole discretion of the Licensee.

Exhibit 4

VCR Policies and Options

Exhibit 5

Drops, Outlets and Service to Public Buildings

<u>Building</u>	<u>Address</u>
Acushnet School Administration Office	(###) Main Street
Russell Memorial Library	137 Main Street
Acushnet Police Department	130 Main Street
Acushnet Fire Department	2 Main Street
Acushnet Fire Department #2	1138 Main Street
Saint Francis School	223 Main Street
Acushnet Fire Department	24 Russell Street
Presidential Terrace, Common Room	23 Main Street

Exhibit 6

Drops, Outlets and Service to Public Schools

<u>School</u>	<u>Address</u>
Ford Middle High School	708 Middle Road
Acushnet Elementary School	800 Middle Road

Exhibit 7

Acushnet Two-Camera PPU Specifications

<u>Quantity</u>	<u>Description</u>
2	Field/Studio Camera Heads
2	Camera Control Unit Adapters
2	Camera Lenses
2	Camera Lens Control Units
2	Camera Cables
2	Camera Control Units
3	Director/Camera Intercom Headsets
2	Camera Studio View Finders
2	Tripods
2	Black and White Camera Preview Monitors
1	Color Camera Preview Monitors
1	Color Program Monitor
1	SVHS VCR
1	Video Switcher

1	Audio Mixer
Misc.	Microphones
2	Road Cases for
	1) All Video Terminal Equipment
	1) All Audio/Recording Equipment
Asst.	Audio/Video/Power Cables
Asst.	Installation Materials
1	CATV Modulator

Exhibit 8

Acushnet One-Camera PPU Specifications

<u>Quantity</u>	<u>Description</u>
1	SVHS Camcorder
1	Camera Cable
1	Tripod
1	Color Program Monitor
1	Audio Mixer
Misc.	Microphones
1	Road Case for All Video Terminal Equipment and Audio/Recording Equipment
Asst.	Audio/Video/Power Cables
Asst.	Installation Materials
1	CATV Modulator

Exhibit 9

207 CMR 10.00 through 10.10

Exhibit 10

FCC Customer Service Obligations

Exhibit 11

Massachusetts Cable Commission Form 500 B

Exhibit 12

Massachusetts Cable Commission Form 500 C

Exhibit 13

**The Cable Communications Policy Act of 1984
and
The Consumer Protection and Competition Act of 1992**

SIGNATURE PAGE

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

**The Town of Acushnet, MA
Board of Selectmen**

**Time Warner Cable
Carol A. Hevey
Division President**

Witnessed By:

Witnessed By:
Nick Leuci

Date:_____