

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

10/20/97 - 10/20/04 (7 YRS.)



October, 27, 1997

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VIA AIRBORNE EXPRESS

Board of Selectmen
Town of Burlington
29 Center Street
Burlington, MA 01803

Re: Burlington Renewal Cable Television License

Dear Members of the Board:

Enclosed for your files is a fully executed Renewal Cable Television License between the Town of Burlington, Massachusetts, and MediaOne of Massachusetts, Inc. dated October 20, 1997. The term is for 7 years commencing October 20, 1997 and shall terminate at midnight on October 20, 2004.

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

Sincerely,

Kim R. Hayden
Coordinator of Legal
Regulatory Affairs

/krh
Enc.

cc: Cable Advisory Committee, c/o Town Hall
Susan Barrett, Sullivan & Worcester
Gordon Champion, MA Cable Television Division (w/out diskette)
Peter J. Epstein, Town Counsel
Pam Hilton, Acct. Dept.
Mary McLaughlin, Esq.
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CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

MEDIAONE
OF MASSACHUSETTS, INC.

OCTOBER 20, 1997

THE BOARD OF SELECTMEN
TOWN OF BURLINGTON,
MASSACHUSETTS

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A G R E E M E N T

This Cable Television Renewal License entered into this 20th day of October, 1997, by and between **MediaOne** of Massachusetts, Inc., ("**MediaOne**"), a Delaware corporation, and the Board of Selectmen of the Town of Burlington, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. Chapter 166A.

W I T N E S S E T H

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

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on October 7, 1996, to 1) ascertain the future cable related community needs and interests of Burlington, and 2) review the performance of **MediaOne** during its current license term; and

WHEREAS, the Issuing Authority of the Town of Burlington issued a Request for a Cable Television Renewal Proposal to **MediaOne** on December 17, 1996; and

WHEREAS, **MediaOne** submitted a license renewal proposal to the Town of Burlington, dated January 31, 1997, for a renewal license to operate and maintain a Cable Television System in the Town of Burlington; and

WHEREAS, the Issuing Authority and **MediaOne** did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Burlington; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and renewal proposals of **MediaOne**; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Burlington to grant a non-exclusive renewal license to **MediaOne**.

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

-Town of Burlington Cable Television Renewal License-

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 Burlington resident and/or any persons affiliated with a Burlington 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 to the Town of Burlington and/or the Access Corporation, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Burlington, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) Cable Television Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.

(5) Affiliate or Affiliated Person: A person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

(6) Application: The renewal proposal submitted by **MediaOne** to the Issuing Authority of the Town of Burlington on January 31, 1997.

-Town of Burlington Cable Television Renewal License-

(7) **Basic Service:** Any Service distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental (“PEG”) Access Channels and all broadcast Signals required to be carried on Basic Service pursuant to federal law.

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

(9) **Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(10) **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.

(11) **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.

(12) **Commercial Subscriber:** A commercial, non-residential Subscriber to Cable Television Service.

(13) **Commission:** The Massachusetts Community Antenna Television Commission, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(14) **Complaint:** Any contact in which a Subscriber, either in writing or verbally, indicates to the Licensee that his or her expectation(s) regarding Cable Service(s) have not been met.

(15) **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.

(16) **Department of Public Works (“DPW”):** The Department of Public Works of the Town of Burlington, Massachusetts.

(17) **Downstream Channel:** A channel over which Signals travel from the Cable System **Headend** to an authorized recipient of Programming.

-Town of Burlington Cable Television Renewal License-

(18) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(19) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(20) Effective Date of the Renewal License (the "Effective Date"): October 20, 1997.

(21) Execution Date of the Renewal License (the "Execution Date"): October 20, 1997.

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

(23) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, those Persons wishing to present non-commercial governmental programming and/or information to the public.

(24) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person 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 or such other Person for said Affiliate's or other Person's use of the Cable Television 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 Annual Revenues shall not include actual bad debt that is ~~written~~ off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

-Town of Burlington Cable Television Renewal License-

(25) **Headend:** The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(26) **Hub or Hub Site:** A sub-Headend, generally located within a cable television community, used either for the purpose of i) Signal processing or switching or ii) placement of a **Fiber Node** or microwave link or transportation super trunk.

(27) **Institutional Network ("I-Net"):** The separate hybrid-fiber-coaxial system with a minimum of 550 MHz, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, its designees and/or Town departments.

(28) **Issuing Authority:** The Board of Selectmen of the Town of Burlington, Massachusetts.

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

(30) **License Fee:** The payments to be made by the Licensee to the Town of Burlington and the Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(31) **Licensee:** **MediaOne** of Massachusetts, Inc. ("**MediaOne**") or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(32) **Local Origination Programming:** Local programming produced and/or cablecast by the Licensee, but not including PEG Access Programming.

(33) **Multichannel Video Programming Provider:** A Person who or which makes available to residents in Burlington multiple channels of Video Programming, but not including direct satellite to home providers not affiliated with a Regional Bell Operating Company.

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

(35) **NTSC:** *The* acronym for National Television Systems Committee.

(36) **Node or Fiber Node:** A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

-Town of Burlington Cable Television Renewal License-

(37) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(38) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

(39) Pay 'Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(40) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(41) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(42) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

(43) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(44) Prime Rate: The prime rate of interest at BankBoston.

(45) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for use by, among others, Burlington individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(46) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(47) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

-Town of Burlington Cable Television Renewal License-

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

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

(50) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(51) Social Contract: The contractual agreement between the FCC and the Licensee, dated August 1, 1995, at FCC 95-335, as amended by the FCC on August 23, 1996, at FCC 96-358.

(52) State: The Commonwealth of Massachusetts.

(53) Subscriber: Any Person, firm, corporation or other entity 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.

(54) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(55) Town: The Town of Burlington, Massachusetts.

(56) Town Counsel: The Town Counsel of the Town of Burlington, Massachusetts.

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

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

(59) 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.

(60) VCR: The acronym for video cassette recorder.

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

-Town of Burlington Cable Television Renewal License-

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 Burlington, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive Cable Television System Renewal License to the LICENSEE authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Burlington.

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Burlington 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 Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Burlington. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger 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 and places.

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 and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any special laws or Town by-laws and/or regulations enacted hereafter.

-Town of Burlington Cable Television Renewal License-

Section 2.2---*TERM OF RENEWAL LICENSE*

The term of this Renewal License shall be a seven (7) year term, commencing on October 20, 1997 and expiring on October 20, 2004, unless sooner terminated as provided herein or surrendered.

Section 2.3---**NON-EXCLUSIVITY** OF RENEWAL 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 Burlington; 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) The grant of any additional cable television license(s) shall not be on terms and conditions more favorable or less burdensome, taken on the whole, than those contained in this Renewal License. The grant of any such additional license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, taken on the whole, than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing. At said public hearing, the Licensee shall be provided an opportunity to demonstrate that any such additional cable television license(s) are on terms and conditions more favorable or less burdensome, taken on the whole, than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested, subject to Section 13.1 infra.

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

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

-Town of Burlington Cable Television Renewal License-

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

(d) In the event that a Multichannel Video Programming Provider, which is not in any way an Affiliate of the Licensee, except for and not including direct satellite to home providers not affiliated with a Regional Bell Operating Company, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 13.1 infra.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider, in good faith, equitable amendments to this Renewal License; provided, however, that it is the intention of the parties hereto that any such amendments may result in the adjustment but not the elimination of specific Renewal License obligations required herein.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(d)(i) above.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s), which are not in any way an Affiliate of the Licensee, except for and not including direct satellite to home providers not affiliated with a Regional Bell Operating Company, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

-Town of Burlington Cable Television 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. The Licensee shall comply with all applicable DPW regulations, attached hereto as Exhibit 1, and any by-laws and/or regulations of general applicability enacted and/or amended by the Town. 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

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding such abandonment, the Town may have all such abandoned plant removed from the Public Ways, the reasonable costs of such removal to be paid by the Licensee.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed 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 other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application **therefor** on forms prescribed by the Commission and the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.

-Town of Burlington Cable Television Renewal License-

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

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

(f) Any proposed controlling or owning Person or transferee approved by the Town 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 be deemed a material breach of this Renewal License.

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

(c) If the Issuing Authority denies its consent to a transfer request and/or the Licensee transfers this Renewal License without the consent of the Issuing Authority, in the event that the Licensee appeals such denial to a Court of competent jurisdiction and/or such other appropriate agency with jurisdiction over such matter(s), and such denial is upheld, the Licensee shall reimburse the Town for all reasonable attorney fees incurred by the Town as a result of such appeal(s). The Licensee shall reimburse the Town within fourteen (14) business days of receiving a written request for reimbursement.

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(d) 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.

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ARTICLE 3

SYSTEM DESIGN

Section 3.1---**SUBSCRIBER NETWORK**

(a) The Licensee shall make available to all residents of the Town a minimum 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) analog NTSC video channels in the downstream direction and four (4) analog NTSC video channels in the upstream direction. Said 750 MHz Cable System shall be designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog transmissions, which may be subject to change at the discretion of the Licensee.

(b) The Licensee shall transmit all of its Signals to Burlington Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.2---**INSTITUTIONAL NETWORK**

(a) No later than December 31, 1998, the Licensee shall construct a new, advanced Institutional Network ("I-Net") with a minimum capacity of 550 MHz and capable of transmitting 5-186 MHz (29 channels) in the upstream direction and 222-550 MHz (54 channels) in the downstream direction or the equivalent thereof; provided, however, that the Licensee shall make its best efforts to complete said I-Net by September 1, 1998. The I-Net shall be capable of transmitting video, audio, high speed data and telephony from and among those buildings listed in Exhibit 2 attached hereto and made a part hereof. Notwithstanding anything herein, the Licensee shall not be required to extend the I-Net beyond those buildings identified in Exhibit 2. Said I-Net may be used for school building Internet access as well as point-to-point administration networking.

(b) The I-Net may be constructed in its entirety, or in one or more phases, at the discretion of the Issuing Authority. Within thirty (30) days from the Execution Date of this Renewal License, the Town and the Licensee shall meet as needed to determine I-Net build-out plans. Should the parties not determine build-out plans by December 31, 1997, the Licensee shall not be obligated to construct the I-Net prior to December 31, 1998, but by some other date mutually agreed to by the parties.

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(c) If, prior to construction of the I-Net, the Licensee determines that the I-Net's technical design, described above, does not meet the Town's requirements, or that another design is more appropriate, the Licensee may, following written notice to, consultation with, and the written agreement of, the Issuing Authority, alter the design of the I-Net; provided, however, that any such alterations do not fundamentally change or reduce the I-Net's capabilities and channel capacity.

(d) The Licensee shall provide and maintain one (1) I-Net Drop, without charge to the Town and/or any designated institutions, to each of the municipal buildings identified in Exhibit 2. The Licensee shall provide one (1) I-Net Drop, free of charge, to any new municipal or school building which lies along its I-Net route within ninety (90) days of a written request by the Issuing Authority. Additional I-Net Drops, if any, in excess of the above shall be installed by the Licensee subject to payment by the Town of the Licensee's actual costs for time and materials. The location of all I-Net Drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee.

(e) The Licensee shall discuss the location of each Drop with the appropriate officials in each I-Net building(s), prior to the installation of such Drop. The Issuing Authority shall designate such officials in writing to the Licensee.

(f) Unless otherwise provided herein, the Town and its designated I-Net Users shall be solely responsible for any and all user terminal interface equipment including, but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment.

(g) The Licensee shall be responsible for any **Headend**, I-Net Hub Site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires amplifiers and switching equipment; provided, however, the Town shall be responsible for any **Town-owned** equipment which may need to be located in the **Headend**. Upon request, the Town shall provide the Licensee with appropriate space for the I-Net Hub Site. The Licensee and the Town agree to work jointly to ensure said space meets the criteria listed in Exhibit 3 attached hereto. The Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted upstream to the **Headend** via the I-Net channel and downstream on a **PEG Access Channel**.

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(h) For the term of this Renewal License, the Licensee shall hold all rights and title in the I-Net but shall provide the Town the right to use the I-Net, free of charge, throughout the term of this Renewal License, provided that the Town may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes; and provided, further, that the Town may use said I-Net to provide services to not-for-profit entities within the Town, provided:

- (1) Said use does not violate subsection (e) herein;
- (2) Any such use is at Town's sole risk and cost; and
- (3) The Town indemnifies the Licensee for any loss and/or economic injury resulting from such use except to such extent said loss and/or economic injury is caused by the Licensee's negligence.

(i) Upon expiration of this Renewal License, title to said I-Net shall vest in the Town, without charge(s) of any kind to the Town and/or Subscribers. At such time, the Town shall be responsible for all I-Net maintenance and the Licensee shall have no further obligation with respect to the I-Net.

(j) The Town shall have the right to use the I-Net, free of charge, for the transmission of voice, data, telephone and video.

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

(l) The I-Net shall be operated, maintained and serviced by the Licensee pursuant to Exhibit 4, attached hereto and made a part hereof. The Licensee and a representative of the Town shall meet to discuss operation of the I-Net pursuant to Exhibit 4.

(m) As of the Execution Date of this Renewal License, the projected cost of the I-Net is not to exceed three hundred ninety-six thousand dollars (\$396,000.00). The Issuing Authority and the Licensee agree to evenly split the cost of the I-Net. Prior to any construction and installation of said I-Net, the Licensee shall provide the Issuing Authority with an estimated quote, detailing and itemizing listing all I-Net construction and installation costs; provided, however, that said quote shall only be an estimate and the actual I-Net cost(s) may only be assessed upon completion of the I-Net. The Issuing Authority

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shall approve and return said itemized list to the Licensee within fourteen (14) days of receipt. If the Issuing Authority does not approve said itemized list, the Issuing Authority shall notify the Licensee, in writing, within fourteen (14) days of receipt, and providing the Licensee with the reasons for such non-approval.

(n) The Licensee shall under no circumstances externalize, line-item or otherwise pass-through its 50% share of such I-Net costs to Burlington Subscribers.

Section 3.3---EMERGENCY ALERT SYSTEM

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

Section 3.4---PARENTAL CONTROL CAPABILITY

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

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1---**SERVICE** AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable System Service available to all residents of the Town, subject only to the installation charges described in Exhibit 5, attached hereto.

(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 feet (200') from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2---**LOCATION** OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Burlington. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. 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---**UNDERGROUND** FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, 'all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement **subgrade** in compliance with applicable Town by-laws, rules, regulations and/or standards; the Licensee shall inspect all such installations to ensure its adherence to these 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.

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Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for 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 4.6---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, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Town and/or the Access Corporation, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

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Section 4.8---**SAFETY STANDARDS**

The Licensee shall install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the 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 such codes shall be by the appropriate regulatory authority.

Section 4.9---**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 non-obtusive 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 4.12 infra.

Section 4.10---**PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall 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, within fourteen (14) working days after notification of any such damage, weather permitting, unless otherwise agreed to by the property owner. The Licensee shall be in compliance with the National Electrical Code in the course of constructing, installing, operating and maintaining underground and overhead cable. Such cable shall be buried a minimum of eighteen inches (18") below the surface.

Section 4.11---**RIGHT TO INSPECTION OF CONSTRUCTION**

The Issuing Authority or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this

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Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. The Issuing Authority shall provide the Licensee with reasonable notice prior to such inspection(s). Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 4.12---CONSTRUCTION MAPS

The Licensee shall file with the Issuing Authority strand maps of all final constructed Cable System plant in a format identified by the Issuing Authority or its designee(s). If changes are made in the Cable System, the Licensee shall file updated maps annually, not later than fourteen (14) days after each anniversary of the Effective Date of this Renewal License.

Section 4.13---SERVICE INTERRUPTION

Except 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, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over at least one (1) of the Cable System's channels.

Section 4.14---COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

Section 4.15---"DIG SAFE

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

Section 4.16---REMOVAL OF EXISTING DORMANT PLANT AND EQUIPMENT

The Licensee shall use its best efforts to remove all unused and/or unusable cable television plant from the Public Ways, including, but not limited to,

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wires, cables and equipment. In the event of disagreement between the Town and the Licensee on specific cable television plant to be removed from the Public Ways, the Town and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Town shall request that other users of the Public Ways use their best efforts to remove unused equipment from the Public Ways.

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ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of programming set forth in Exhibit 5, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the programming listed in Exhibit 6, attached hereto, are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Burlington programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3---TWO-WAY CAPABILITY

The Licensee shall continue to maintain a two-way capable Cable System, subject to Section 3.1 supra, available to all Subscribers.

Section 5.4---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 5.5---VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time

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shifter” to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner’s television set and/or VCR, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License. Attached hereto, as Exhibit 7, are 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 the applicable charges, if any, no later than the Effective Date of this Renewal License.

(b) To further ensure the maximum functioning of VCRs, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.5(b), “off-the-air Signals” shall mean any local broadcast television Signals received at the Licensee’s Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word “local” shall have the meaning as defined by applicable law and/or regulation.

(c) 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) The Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Commission, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers. The Licensee shall inform its Subscribers of which of its services requires a Converter and which of its services do not require a Converter.

Section 5.6---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary,- non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

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**Section 5.7---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO
PUBLIC BUILDINGS AND SCHOOLS**

(a) The Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Service, except for any Pay Cable and/or Pay-Per-View Programming, to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in Exhibit 8, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town and/or the Access Corporation, if required for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) No later than December 31, 1998, unless agreed to otherwise by the Issuing Authority, the Licensee shall install a total of twenty (20) additional Subscriber Network Outlets in public buildings, schools and other institutions, as identified by the Issuing Authority. There shall be no charge(s), and/or interest for any Subscriber costs applied thereto, to the Town and/or designated building(s) for any such Outlets, subject to Section 7.2 infra.

(d) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

Section 5.8---CHANGES IN CABLE TELEVISION TECHNOLOGY

(a) At the performance evaluation hearing(s), pursuant to Section 10.2 infra, the Licensee shall review with the Issuing Authority changes in relevant cable television technology (as defined below) that might benefit Burlington Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing. Such technologies shall include, but not be limited to, Subscriber Converters

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optimally compatible with VCRs and cable-ready television sets, high-definition television, digital compression, remote control devices and new Scrambling/descrambling processes.

(b) Notwithstanding the annual requirements of paragraph (a) above, the Licensee shall keep the Issuing Authority up-to-date on those technological developments that will have an impact on Burlington Subscribers including, but not limited to, new Subscriber equipment for the home.

Section 5.9---FCC SOCIAL CONTRACT

The Licensee shall give the Issuing Authority written notice of the expiration of the FCC Social Contract, a minimum of one (1) year prior to said expiration. Said notice shall include a statement as to the effect of said expiration on Burlington Subscribers and shall describe the Licensee's plans to, among other things, continue or discontinue providing free Internet access service(s) to the Burlington School Department.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT

Section 6.1---**PUBLIC**, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of public, educational and governmental access facilities and equipment to the residents of the Town, pursuant to the provisions of this Article 6 herein.

Section 6.2--ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

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Section 6.3---PEG ACCESS CHANNELS

(a) Upon the Effective Date of this Renewal License, the Licensee shall continue to make available to the Access Corporation three (3) Downstream Channels for PEG Access purposes.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town and/or the Access Corporation, and shall be subject to the control and management of the Access Corporation.

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, without the advance, written notice to the Issuing Authority and the Access Corporation.

Section 6.4---ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide an annual payment to the Access Corporation, for PEG Access purposes, equal to five percent (5%) of the Licensee's Gross Annual Revenues, less applicable franchise fees. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access programming and operations.

(b) Said annual five percent (5%) PEG Access payment shall be made to the Access Corporation on a quarterly basis (January 15th, April 15th, July 15th and October 15th).

(c) The first payment to the Access Corporation under this Renewal License shall be made on October 15, 1997, and shall constitute 5% of the Licensee's Gross Annual Revenues, less applicable franchise fees, for the preceding period ending September 30, 1997.

(d) The Licensee shall file with each such quarterly payment a statement certified by a financial officer of the Licensee documenting, in reasonable detail in the form contained in Exhibit 12 attached hereto, the total of all Gross Annual Revenues derived by the Licensee during the preceding three (3) month period. If the Licensee's total annual payment to the Access Corporation was less than five percent (5%) of its Gross Annual Revenues, less applicable franchise fees, for the previous year, it shall pay any balance due to the Access Corporation no later than March 15th. Said statement shall include all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.

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(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Access Corporation an amount equal to five percent (5%) of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said five (5%) payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Access Corporation along with the Licensee's five percent (5%) access payments pursuant to Section 6.4(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the System, then the Licensee shall notify any such Person of this five percent (5%) payment requirement and shall notify the Access Corporation of such use of the Cable System by such Person(s).

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

Section 6.5---PEG ACCESS FACILITIES FUNDING

(a) On an annual basis, not later than December 31st of each year of this Renewal License, the Licensee shall provide a 2 to 1 matching grant to the Access Corporation, based upon the Access Corporation raising up to the amount of six thousand two hundred and fifty dollars (\$6,250.00) annually. In the event that the Access Corporation raises up to \$6,250.00, the Licensee shall contribute to the Access Corporation the amount of twelve thousand five hundred dollars (\$12,500.00) annually. The Licensee shall under no circumstances externalize, line-item and/or otherwise pass-through to Subscribers said \$12,500.00 matching contribution. The Licensee shall provide its matching contribution to the Access Corporation within thirty (30) days of notification from the Access Corporation.

(b) There shall be no prohibition against the Town and/or another government entity contributing to Access Corporation fundraising; provided, however, that the Town does not use any of the Government Equipment Funding, pursuant to Section 6.7 below; and provided, further, that funding from a direct competitor to the Licensee, operating in the Town, is not counted toward Access Corporation fundraising for purposes of this Section 6.5.

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(c) The Licensee shall work with the Access Corporation in good faith to assist in such fundraising activities.

(d) In no case shall the matching equipment contribution(s) be counted against either the annual PEG Access payment, pursuant to Section 6.4 supra, or any License Fee payment, required by Section 7.1 infra, or any other fees or payments required by applicable law.

(e) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Access Corporation at the annual rate of two percent (2%) above the Prime Rate per month, or portions thereof.

Section 6.6---EQUIPMENT OWNERSHIP

The Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 6.5 supra. The Licensee shall have no obligation to maintain, insure, replace or repair any such PEG Access equipment.

Section 6.7---GOVERNMENT EQUIPMENT FUNDING

(a) On an annual basis, the Licensee shall provide a cash payment to the Town in the amount of fifteen thousand dollars (\$15,000.00) for equipment/technology purchases. Said payment shall be made to the Town on March 15th of each year of this Renewal License.

(b) The Licensee shall under no circumstances externalize, line-item and/or otherwise pass-through to Subscribers said \$15,000.00 government equipment funding payment.

(c) In no case shall the government equipment funding be counted against either the annual PEG Access payment, pursuant to Section 6.4 supra, or any License Fee payment, required by Section 7.1 infra, or any other fees or payments required by applicable law.

(d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Access Corporation at the annual rate of two percent (2%) per month, or portions thereof, above the Prime Rate.

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Section 6.8---RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town and/or the Access Corporation may have for additional sums including interest payable under this Article 6. The Issuing Authority, the Access Corporation and/or an independent certified public accountant hired by the Issuing Authority or the Access Corporation shall have the right to inspect any and all records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from the original due date at the rate of three percent (3%) above the Prime Rate per month, or portions thereof, during the period that such additional amount is owed. If, after such inspection, the Licensee has overpaid, such overpayment shall be credited against the next quarterly payment to the Access Corporation, without interest charges of any kind.

Section 6.9---PEG ACCESS PAYMENTS

All payments required hereunder in Sections 6.4 and 6.5 shall be made by the Licensee directly to the Access Corporation, with a copy of said payments sent to the Issuing Authority. The payments required by Section 6.7 shall be made by the Licensee directly to the Town.

Section 6.10---**PEG** ACCESS CHANNELS MAINTENANCE

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

Section 6.11---ACCESS CABLECASTING

(a) In order that the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG Programming shall be modulated, then transmitted from any location with Origination Capability to the Access Corporation studio, on one of the I-Net Upstream Channels made available, without charge, to the Town and the Access Corporation for their

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use. PEG Access Programming is then modulated and assigned to the proper **Headend** upstream fiberoptic channel. At the **Headend**, such Programming is again processed and transmitted downstream on the designated PEG Access Channel.

(b) The Licensee shall provide the Access Corporation with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the **Headend**, said Access Programming shall be retransmitted in the downstream direction on one of the three (3) Downstream PEG Access Channels. The Licensee shall not charge the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary processing equipment in order to switch Upstream Signals from the Access Corporation to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

Section 6.12---CENSORSHIP

The Licensee shall not 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.

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ARTICLE 7

LICENSE FEES

Section 7.1---**LICENSE FEE ENTITLEMENT**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(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 and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by an authorized financial officer of the Licensee 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 License Fee 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 include the PEG Access annual operating funding (Section 6.4), but shall not include the following: (i) any I-Net equipment provided to the Town herein (Section 3.2); (ii) the PEG Access Facilities matching contributions herein (Section 6.5); (iii) the Government Equipment Funding herein (Section 6.7); (iv) any interest due herein to the Town because of late payments; and/or (v) any liquidated damages herein (Section 11.2).

Section 7.2---**PAYMENT**

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

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Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee 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, 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 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 System.

(c) The Licensee hereby agrees that the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

Section 7.4---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 due at the rate of two percent (2%) above the annual Prune Rate per month, or portions thereof. Any payments to the Town pursuant to this Section 7.5 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5---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

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be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.6. 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, upon receiving a written request from the Issuing Authority, to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), 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, and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate per month, or portions thereof, during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town, without interest charges of any kind.

Section 7.6---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 7.7---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.

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ARTICLE 8

RATES AND CHARGES

Section &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 schedules which shall describe 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. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 5.00 et seq., attached hereto as Exhibit 9.

Section 8.3---**PUBLICATION AND NON-DISCRIMINATION**

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

Section 8.4---**CREDIT FOR SERVICE INTERRUPTION**

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

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Section 8.5---SENIOR CITIZEN DISCOUNT

(a) Within six (6) months of the Effective Date of this Renewal License, the Licensee shall offer a ten percent (10%) discount **on** the basic broadcast level of service to all heads of households, age sixty-five (65) or older, (i) who are Medicaid eligible at their permanent residence or (ii) who meet the criteria for subsidized housing. In order to qualify for such discount, affected senior citizens must present evidence of such eligibility to the Licensee.

(b) In the event that the Licensee adopts a State-wide senior citizen discount program, the Licensee shall implement such a discount program in Burlington.

(c) In no event shall the Licensee externalize, line-item and/or otherwise pass-through to Burlington Subscribers any costs associated with the Senior Discount pursuant to this Section 8.5.

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, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general commercial liability policy naming the Town, its officers, boards, commissions, committees, agents and/or employees as additional 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 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.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agents and/or 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.

(3) A general liability policy with excess liability of Five Million Dollars (\$5,000,000.00), in umbrella form.

(4) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

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(5) Worker's Compensation in the minimum amount of the statutory limit.

(6) 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 be primary with respect to any insurance maintained by the Town and 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) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town and/or the Access Corporation, throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Four Hundred Thousand Dollars (\$400,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) When the I-Net has been completed and activated pursuant to the terms of Section 3.2 supra, said performance bond may be reduced to the sum of Fifty Thousand Dollars (\$50,000.00); provided, however, that the Licensee shall notify the Issuing Authority in writing, thirty (30) days in advance of such reduction, that it has completed and activated the I-Net as required by Section 3.2. The Licensee may reduce the amount of said bond unless the Issuing Authority objects, in writing, to such reduction, prior to such reduction.

(c) The performance bond shall be effective throughout the term of this Renewal License, including the time 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

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over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, 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 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 appropriate 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---LETTER OF CREDIT

(a) In addition to the performance bond required in Section 9.2 above, the Licensee shall maintain at its sole cost and expense, an irrevocable letter of credit from a financial institution, licensed to do business in the State, in the amount of Fifty Thousand Dollars (\$50,000.00). Said letter of credit shall be used to ensure the faithful performance by the Licensee of all material provisions of this Renewal License and compliance with all material orders, permits and directions of any office of the Town having jurisdiction over its acts and defaults under this Renewal License, and the payment by the Licensee of any claim, liens, fee, or taxes due the Town which arise by reason of the construction, upgrade, operation, installation and/or maintenance of the Cable Television System.

(b) Upon a withdrawal against said letter of credit, the letter of credit shall promptly, but in no case more than ten (10) days later, be renewed to the full amount of Fifty Thousand Dollars (\$50,000.00).

(c) The Town's right to proceed against the letter of credit shall be governed by the provisions of Section 11.1 infra.

(d) The rights reserved to the Town with respect to said letter of credit are in addition to all other rights of the Town, whether reserved by this Renewal License or authorized by applicable law, and no action, proceeding or exercise of a right with respect to said letter of credit shall affect any other right the Town may have.

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Section 9.4 ---REPORTING

Upon request, on an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding all insurance policies, the performance bond and the letter of credit required herein.

Section 9.5 ---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees and/or residents of the Town against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, 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.

Section 9.6 ---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies, the performance bond and the letter of credit required herein shall each contain an explicit endorsement stating that such insurance policies, performance bond and letter of credit 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 or letter of credit) shall not be cancelled, 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.

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ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---**REGULATORY AUTHORITY**

(a) 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(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

(b) The Licensee shall meet with the Advisory Committee, on a quarterly basis, as scheduled by the Advisory Committee, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

Section 10.2---**PERFORMANCE EVALUATION HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG **Access** Channels, facilities and support; customer service and complaint response; Programming; and the Institutional Network; ii) review current technological developments in the cable television field, pursuant to Section 5.8 supra; and iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials as are reasonably

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requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority **shall issue** a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of 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 and expense 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 notice, fails or refuses

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to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense 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 10.6---INSPECTION

The Issuing Authority or its 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 such inspections; 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 notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 10.7---JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the State 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.

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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 twenty-one (21) 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 twenty-one (21) 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 twenty-one** (21) 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 (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required twenty-one (21) day period; and/or (iii) the Issuing Authority is not reasonably satisfied with (1) the Licensee's response pursuant to Section **11.1(a)** above and/or (2) the Licensee's efforts to cure pursuant to Section **11.1(b)** above, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

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(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 and/or Section 9.3 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 received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, three hundred dollars (\$300.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 3.2 herein and Exhibits 2, 3 and 4 attached hereto, three hundred dollars (\$300.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access programming and equipment provisions in accordance with the timelines in Article 6 herein, three hundred dollars (\$300.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 10 attached hereto, one hundred dollars (\$100.00) per day that any such non-compliance continues.

(5) 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 and 5.7 herein and/or Exhibits 2 and 8, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

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(6) 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 not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or **judicially** imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(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, pursuant to Section 11.1 supra, 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 OF LEGAL ACTION

Except in an emergency situation, in the **event that the** Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal

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action, in good faith with the other party and/or its representative(s).

Section 11.6---NON-EXCLUSIVITY OF REMEDY

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 the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall **any** single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of **any** remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town 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, Town or the Licensee at any one time shall 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 Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or 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 Issuing Authority or 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) Until March 24, 2002, the Licensee shall maintain, operate and staff a full-time customer service office, within a radius of ten (10) miles from the corporate limits of the Town, for the purpose of receiving customer payments and inquiries and Complaints and equipment return/exchange, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries.

(i) Said customer service office shall be conveniently located and open for walk-in business during normal business hours, as defined by 47 U.S.C. §76.309 (hereinafter referred to as “Normal Business Hours”).

(ii) 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 written notice of any such change(s) and (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes.

(b) From March 24, 2002 through the expiration of this Renewal License, the Licensee shall either maintain a customer equipment return/exchange location within a radius of ten (10) miles from the corporate limits of the Town, which location may be operated by a third party, or the Licensee shall offer one or more equipment exchange options to Subscribers in the Town. In the event that the Licensee does not plan to maintain a customer equipment return/exchange location within a radius of ten (10) miles from the corporate limits of the Town, but plans to offer equipment exchange options to Subscribers, the Licensee shall provide the Issuing Authority with sixty (60) days advance, written notice of such fact and which specific options will be offered to Burlington Subscribers. In such case, the Licensee shall offer one or more of the following equipment exchange options to Subscribers in the Town:

(i) Subscribers may return/exchange equipment to said location and pick-up replacement equipment the next business day, or have such exchanged equipment delivered to the Subscriber’s home within three (3) days; and/or

(ii) Subscribers may return/exchange equipment to said location on a scheduled basis; and/or

-Town of Burlington Cable Television Renewal License-

(iii) **Subscribers** may return/exchange **equipment** by appointment when the Licensee's service **technicians** are expected to be in such Subscriber's area on other **calls**; and/or

(iv) Subscribers may return/exchange **equipment** by using a pre-paid, insured overnight **mailer** provided by the Licensee **at no charge to Subscribers**, with exchanged equipment returned to the Subscriber by overnight **mail**; and/or

(v) **Any other** equipment return/exchange provision(s) acceptable to the Issuing Authority.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall maintain **sufficient** customer service representatives to handle **all** Subscriber calls, **during Normal Business Hours**.

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone **number** for its **Burlington Subscribers**, **unless** required otherwise to be a local telephone **number** by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, **including** wait time, shall not exceed thirty (30) seconds when the connection is made. **If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.** These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions,, measured on a quarterly basis.

(d) A **Subscriber** shall receive a busy signal less than **three** percent (3%) of -the time that the Licensee's customer service office is **open** for business, pursuant to Section 12.1 above, measured on a quarterly basis, **under normal operating conditions**.

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

Section 12.3---ANSWERING SERVICE

At **all other times** than those listed **directly above, throughout** the entire term of this Renewal **License**, the Licensee shall **maintain** a telephone answering service to handle Subscriber **inquiries**, Complaints and **emergencies**, and provide proper referral regarding billing and other subscriber **information**. **All such** after-hours calls shall be logged by the **Licensee**. Said **answering service** shall (i) **forward all** inquiries and/or Complaints to the **Licensee the morning of the next business day** and (ii) inform each Subscriber calling that **his or her Complaint will be referred to the Licensee's Customer Service Department for response**. If requested, the Licensee shall promptly contact each individual **Subscriber** to follow-up on their individual problem and/or inquiry.

-Town of Burlington Cable Television Renewal License-

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

(a) The Licensee shall provide Cable Service(s) to Burlington residents who request Service within seven (7) days of said request, provided that said request is for a standard aerial installation.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening time blocks. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers during Normal Business Hours. From time to time, the Licensee may change said service call hours to meet Subscriber's needs; provided, however, that the Licensee shall provide written notice to the Issuing Authority of any and all such changes prior to any and all such changes as far in advance as reasonably possible.

(d) The Licensee shall respond to all requests for service or repair that are received during Normal Business Hours on a first-come, first serve basis. All of such requests shall be handled on the same day, if possible, but in all instances, requests for service calls shall be responded to within twenty-four **(24)** hours of said original call Monday-Friday. Verification of the problem and resolution shall occur promptly.

(e) A Subscriber Complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

(f) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(g) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. 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.

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

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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 10.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 9, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

(a) 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 its 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 its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the

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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. The Subscriber shall thereafter meet jointly 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 its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

Section 12.8---**REMOTE CONTROL DEVICES**

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 12.9---**EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to display at all times 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.

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Section 12.10---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.

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

Section 12.11---PRIVACY WRITTEN NOTICE

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, as required by Section 631(a)(l) of the Cable Act, 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 12.12---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 systemwide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel **usage** in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

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(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. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.14---POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

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

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, 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 12.16---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) 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. The Licensee may require a reasonable fee for making said, copy.

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(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Subject to paragraph (b) below, upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any 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 specified by the Town pertaining to the subject matter of this Renewal License which 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 confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the following:

(a) A sworn statement of the Licensee's Gross Annual Revenues, as defined by Section 1.1(24) supra, for the Burlington Cable System, including specific information regarding, among other things, each of the following: Subscriber installation revenues, regular Subscriber revenues, Premium and Pay-Per-View Subscriber revenues, other Subscriber revenues, advertising revenues and other revenues for the provision of cable services;

(b) A financial balance sheet (Commission **Form** 200) and statement of ownership; and

(c) Any other reports required by applicable State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Upon request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

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Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with Section 12.2 and Section 12.5 herein, the Licensee shall provide, upon the request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 13.5---INDIVIDUAL COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 13.6---ANNUAL PERFORMANCE TESTS

Upon request, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.7---QUALITY OF SERVICE

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), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.8---DUAL FILINGS

(a) If requested, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

*-Town of Burlington Cable **Television** Renewal **License**-*

Section 13.P--INVESTIGATION

The Licensee and any Person(s) and/or entity subject to its control shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License. The Licensee shall also make good faith efforts to secure the cooperation of any other Affiliated Person(s) in any such lawful investigation, audit or inquiry.

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ARTICLE 14

EMPLOYMENT

Section 14.1---**EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall be an Equal Opportunity/Affirmative Action **Employer** adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

Section 14.2---**NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

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ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes 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 15.2---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 15.3---SEPARABILITY

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 15.4---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, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

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Section 15.6---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;

Section 15.7---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; unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and any other matters beyond the reasonable control of the Licensee.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---SUBSCRIBER TELEVISION SETS

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

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Section 15.10---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 15.11---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 Hall, Burlington, Massachusetts 01803, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. 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 Director of Government Affairs, MediaOne of Massachusetts, Inc., 6 Campanelli Drive, Andover, Massachusetts 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority, with a copy of such notice to the Licensee's Legal Department at the same address. 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) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) The Licensee shall also identify hearing(s) by periodic announcement on a Local Origination channel, if one is programmed, 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.

(e) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

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Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

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E X H I B I T S

-Town of Burlington Cable Television Renewal License-

EXHIBIT 1

DEPARTMENT OF PUBLIC WORKS REGULATIONS

{See Attached}

EXHIBIT 1

TOWN OF BURLINGTON

CONSTRUCTION OF TRANSMISSION LINES (ABOVE OR BELOW GROUND)

APPLICABLE REGULATIONS

Construction Regulations

Construction of transmission lines is subject to **Massachusetts General Law, Chapter 166, Section 22**, which grants the authority to the Board of Selectmen and describes the procedure for petitioning the Board of Selectmen to construct said lines. A public hearing is held on the petition after which the Board of Selectmen may grant permission subject to conditions as applicable to the particular petition.

No person shall break or dig up any part of a street or remove any earth or gravel therefrom, without first obtaining a permit from the Board of Selectmen. (Town of Burlington General ByLaws, Article XIII, Sections 1.1, 1.2, 1.3)

Public Safety Regulations

During construction or maintenance work on any street there shall be police officers to direct traffic as the Police Chief deems necessary. The compensation of the officers shall be the responsibility of the party doing the work. (Town of Burlington General ByLaws, Article XIII, Section 1.3)

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EXHIBIT 2

INSTITUTIONAL NETWORK BUILDINGS

Pursuant to Section 3.2, the Licensee shall provide I-Net Drops and/or Outlets at the following locations, without charge to the Town:

{**See** Attached}

EXHIBIT 2

NS TIONAL NETWORK BUILDINGS **BY PRIORITY**

Facilities designated with '(P)' are priority and should have drops, immediately upon completion of the I-NET.

Facilities designated with '(S)' are of lower priority; drops can be installed upon request by the Town of Burlington.

Schools

Fox Hill - 252 Fox Hill (P) ✓	Pine Glen - 4 Pine Glen Way (P) ✓
Meadowbrook - 3 McGinnis Drive (P) ✓	Marshall Simonds - 114 Winn St (P) ✓
High School - 123 Cambridge Street (P) ✓	Memorial - 119 Winn Street (P) ✓
Francis Wyman - 41 Terrace Hall Ave. (P) ✓	

Facilities

Town Hall - 29 Center Street (P) ✓	Main Fire Station - 21 Center Street (P) ✓
Annex - 25 Center Street (P) ✓	Library - 22 Sears St. (P) ✓
Police Station - 45 Center (P) ✓	Human Services - 61 Center Street (P) ✓
Sub Fire Station - 11 Terrace Hall Ave (P) ✓	Town Common (P) ✓
Cemetery - 52 Bedford Street (S) ✓	Simonds Park - 10 Bedford St. (S) ✓ (2)
Kec Garage - 1 Edgemere Ave. (S) ✓ (2)	Wildwood - 116 Bedford Street (S) ✓

Water Treatment

171 Middlesex St. (P) ✓	70 Winter St. (S) ✓
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Water Pumps

36 Terrace Hall (S) ✓	34 Wyman St. (S) ✓
28 Sandy Brook (S) ✓	132 Lexington St. (S) ✓
171 Middlesex St. (S) ✓	Shawsheen Pump @ Billerica (S) ✓

Sewer Pumps

112 Terrace Hall Ave. (S) ✓	29 Douglas Ave (S) ✓
152 Bedford St. (S) ✓	87 Wilmington Rd. (S) ✓
26A Francis Wyman Rd. (S) ✓	9A Brookside Ln. (S) ✓
30A Westwood (S) ✓	8 Lucaya Circle (S) ✓
24 Townline Rd. (S) ✓	12 Grandview Ave. (S) ✓
44 Keans Rd. (S) ✓	134 Lexington St. (S) ✓
12 Partridge Ln (S),	134 Belmont (S) ✓

Standpipes

27 Blanchard Rd. (S) ✓	69A Cambridge St. (S) ✓
72 Center St. (S)	

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EXHIBIT 3

I-NET HUB SPECIFICATIONS

{**See** Attached}

Institutional Network Hub Specifications

The Institutional hub is a mini-headend **located** within the **community** to process video, audio, **and** data **services** at the local level. The hub will be located in a town building, school or other location designated by the community. This hub location will also **serve** as a backbone connection linking the **MediaOne** master headend facility to process video, audio and data services to destinations outside the local community. The community will be responsible to provide adequate space, electrical powering, ventilation, **security**, and reasonable **access** for cabling and maintenance. The equipment used in **an** I-Net hub **will vary** depending on license commitments and contractual obligations with the community.

I-Net Hub **Physical Space And** Electrical Requirements:

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

-Town of Burlington Cable Television Renewal License-

EXHIBIT 4

I-NET UTILIZATION AND SERVICE PROGRAM

{See Attached}

EXHIBIT 4

1. The Licensee shall maintain an I-Net as prescribed by FCC Rules and Regulations, 47 C.F.R. 76.
2. The Licensee Shall determine and assign the transmit and receive frequencies for all I-Net users, and advise the Issuing Authority of such frequencies in writing.
3. The Licensee shall determine and design the correct signal strength levels necessary at each location identified in Exhibit 2 of this Renewal License.
4. The Town may install its preferred equipment, provided, however, the data equipment to be used has been pre-approved by Licensee in advance of the connection to the I-Net, which pre-approval shall not be unreasonably denied. Pre-purchase approval is recommended.
5. The Town shall designate a certified, experienced data communications professional (ex., MIS/W manager, network engineer, consultant, etc.). This person shall **be** responsible and accountable to the Town for, among other things, a² setup and ongoing operations of LAN to LAN connectivity over the I-Net.
6. The Licensee's role in supporting free data transmission shall be limited to the minimum services outlined above. The Licensee may charge the Town for all service calls not related to the radio frequency performance of the I-Net, including adds, moves or system changes. Changes shall be billed on a time and material basis.
7. Any user who causes interference of renders the I-Net system ineffective shall be notified and disconnected by the Licensee after prior consultation with the Issuing Authority and prior notice to any such user.

-Town of Burlington Cable Television Renewal License-

EXHIBIT 5

THE LICENSEE'S RATES AND CHARGES

{See Attached}

Continental Cablevision'

March, 1997

Dear Customer,

We will be raising monthly rates for converter boxes, remote controls and select multi-service packages. At the same time we will be decreasing the rates for installation and service visits, effective in your May billing period.

The new rates are based on changes in the costs associated with buying, repairing and maintaining the cable converter boxes and remotes. The new equipment and service rates are in accordance with federal rate regulations.

We are committed to providing you with exceptional service. We guarantee that our technicians and installers will be on-time for your installation and service appointments. If we are late, the installation is free or you will be credited \$20 for the missed service appointment.

Please remember if a cable service problem is related to our equipment or cable signal, the service visit is free.

Please refer to the rate schedule that has been provided with this notice. If you have any questions, please contact your local customer service office.

Sincerely yours,

Continental Cablevision

Equipment & Installation/Service Charges

	Current Rate	New Rate May 1997
Cable Box	\$ 2.09	\$ 2.19
Remote Control	\$.28	\$.30
Service Protection Plan	\$.99	same
INSTALLATION/SERVICE CHARGES		
Initial Home Installation	\$37.21	\$36.98
Activation of Prewired Service	\$29.77	\$29.59
Activation of Prewired Additional Outlet/Initial Home Installation	\$12.33	\$22.19
Activation of Prewired Additional Outlet/ Separate Home Visit	\$29.77	\$29.59
Additional Outlet/Initial Home Installation	\$29.77	\$29.59
Additional Outlet/Separate Home Visit	\$37.21	\$36.98
Activation of Prewired Service to Apartment/Condominium Unit	\$22.33	\$22.19
VCR Connection/Initial Home Installation	\$14.88	\$14.79
VCR Connection/Separate Home Visit	\$27.33	\$22.19
Activation of Service to Overdue Accounts	\$15.00	same
Change of Service (Requiring Home Visit)	\$22.33	\$22.19
Change of Service (Not Requiring Home Visit)	\$ 1.99	same
Home Service Visit (per hour)	\$44.65	\$44.38
Non-Standard Initial Home Installation	\$37.21	\$36.98
Customized Home Installation (per hour)	\$44.65	\$44.38
Home Amplifier/Initial Home Installation	\$22.33	\$22.19
Home Amplifier/Separate Home Visit	\$52.24	\$51.92
MISCELLANEOUS CHARGES		
Unreturned or Damaged Cable Box	(up to) \$250.00	same
Unreturned or Damaged Remote Control	(up to) \$25.00	same
A/B Switch Equipment Purchase	\$ 10.00	same
Home Amplifier Equipment Purchase	\$ 44.50	same
Returned Check Fee	\$ 18.00	same
Late Fee (on overdue account balance)	5%	same

Primary Outlet Only

- Service charge for problems not related to Company's equipment or cable signal 1/2 hour minimum.
- Additional charges for time and materials are added to the Initial Home Installation charge.
- Definition of non-standard installation varies by service area.
- Separate equipment charge applies.

Rates do not include federal, state and local taxes and fees.

MediaOne[®]

Rates for Burlington, Stoneham & Wilmington

	Basic Broadcast	Cable I	Cable II	Standard
Burlington	\$ 7.03	\$ 3.15	\$17.87	\$28.05
Stoneham†	\$ 7.89 ¹	\$ 2.82	\$16.22	\$ 26.93
Wilmington	\$ 7.03	\$ 3.16	\$18.59	\$28.78

* Includes \$1.03 in franchise related cost.

† 3% Senior Citizen discount available on Basic Broadcast components for head of household seniors (age 65+).

‡ 15% Senior or Disabled discount available on all levels of Basic Service for seniors head of household (age 65+) receiving Medicaid or in subsidized housing, or disabled persons who are eligible for Medicaid. Restrictions apply.

Any combination of service level requires the purchase of the Basic Broadcast Tier.

■ Premium Channels*

HBO, HBO2, HBO3	\$11.95	The Disney Channel	29.95
Cinemax	\$11.95	The Movie Channel	\$11.95
Showtime	\$11.95	NESN	\$9.95

Special discounts may apply with 2 or more premiums, ask your customer service representative for details.

* Service Plus Premiums on all sets \$2.00/mo.

■ Premium Pack* For Only \$43.95

Includes: HBO, HBO2, HBO3, HBO Family, Cinemax, Cinemax2, Showtime, The Movie Channel, Disney, NESN, Starz, Starz2 & Encore plus the Service Protection Plan and NewChoice which includes Sci-Fi Channel, The History Channel, Bravo, Comedy Central, Cartoon Network, Classic Sports Network, XMovies, plus SmartGuide™ on up to three sets and SmartRecord.

■ SmartChoice Pack* For Only \$21.95

Includes: HBO, HBO2, HBO3, HBO Family, Cinemax, Cinemax2, Starz, Starz2 and Encore plus the Service Protection Plan and NewChoice which includes Sci-Fi Channel, The History Channel, Bravo, Comedy Central, Cartoon Network, Classic Sports Network, XMovies, plus SmartGuide™ on up to three sets.

■ Select Pack+ For Only \$9.95

Includes: Starz, Starz2, Encore and NewChoice. Sci-Fi Channel, The History Channel, Bravo, Comedy Central, Cartoon Network, Classic Sports Network, XMovies, plus SmartGuide™ on first set only.

† All package prices exclude Standard Service and any equipment charges.

■ Pay-Per-View

Movies	\$ 3.95/Movie
Adult Pay-Per-View	\$ 6.95/6 hour block
Pay-Per-View Movie Club (all regularly priced \$3.95 movies discounted to \$2.95)	\$.95
Events	Priced Separately

■ A la carte Pricing*

NewChoice	\$ 3.95
Sci-Fi Channel, The History Channel, Bravo, Comedy Central, Cartoon Network, XMovies and Classic Sports Network	
Channels a la carte	\$.95
(Sci-Fi Channel cannot be purchased separately)	

SmartGuide™ (first set only)	\$ 1.95
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SmartRecord	
one-time purchase	\$19.95
or activation of \$3.95 and monthly	\$.95

Movie Value	\$18.95
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HBO, HBO2, HBO3, Cinemax, Starz & Encore	
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TV Guide	\$ 3.40/mo
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*Special converter equipment may be required.

■ Monthly Equipment, Installation & Service Calls

Cable Box	\$ 2.19
Remote Control	\$.30
Service Protection Plan	\$.99
■ Initial Home Installation	\$36.98
■ Activation of Prewired Service	\$29.59
Activation of Prewired Add'l Outlet/ Initial Home Installation (1 outlet only)	\$22.19
Activation of Prewired Service Add'l Outlet/Separate Home Visit (1 outlet only)	\$29.59
Add'l Outlet/ Initial Home Installation (each)	\$29.59
Add'l Outlet/ Separate Trip (1 outlet only)	\$36.98
Activation in Prewired Service in Apartment/Condominium Unit	\$22.19
VCR Hook-up/Initial Install.	\$14.79
VCR Hook-up/Separate Trip	\$22.19
Activation of Service in Overdue Accts	\$15.00
Change of Service (Requiring Home Visit)	\$22.19
Change of Service (Not Requiring Home Visit)	\$ 1.99
● Home Service Visit (per hr)	\$44.38
▲ Non-Standard Initial Home Installation	\$36.98
Customized Home Installation (per hr)	\$44.38
▼ Home Amplifier Installation (Initial Install/each)	\$22.19
▼ Home Amplifier Installation (Separate Trip/each only)	\$51.92
A/B Switch Purchase	\$10.00
Lost or Damaged Converters up to	\$250.00
Lost or Damaged Remote up to	\$25.00
Home Amplifier Purchase (each)	\$44.38
NST Return Check Fee	\$25.00
Late Charges 5%	(delinquent \$ over 30 days)

- Primary Outlet Only
- Service charge for problems not related to Company's equipment or cable system. (1/2 hour minimum)
- ▲ Additional charges for time and materials are added to the Initial Home Installation charge. Definition of non-standard installation services by service team.
- Separate equipment charge applies.

Rates do not include federal, state and local taxes and fees.

-Town of Burlington Cable Television Renewal License-

EXHIBIT 6

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language Programming; and
- + Local Programming.

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

(See Attached)

CHANNEL LINE-UP

2 WGBH-2 (PBS)	38 The Learning Channel	72 Sci-Fi Channel
3 Community Television	39 Home & Garden TV	73 Cartoon Network
4 WBZ-4 (CBS)	40 Court TV	74 Comedy Central
5 WCVB-5 (ABC)	41 Fox News	75 Classic Sports
6 New England Cable News	42 CNN	76 Adult Pay-Per-View
7 WHDH-7 (NBC)	43 CNN Headline News	85 HBO Family
8 Product Info. Network	44 C-SPAN	86 Cinemax 2
9 Public Access	45 C-SPAN2	87 Starz!
10 Educational Access*	46 CNBC	88 Pay-Per-View Intermagn
11 WENH-11 (DND)	47 The Weather Channel	89 Pay-Per-View 5
12 WTST-56 (WB)	48 ValueVision	90 Pay-Per-View 6
13 WXTV-25 (FOX)	49 ESPN	91 Pay-Per-View 7
14 WSBK-38 (LPN)	50 ESPN2	92 Pay-Per-View 8
15 WABL-68 (DND)	51 NESN	93 Pay-Per-View 9
16 WGBX-TV (PBS)	52 SportsChannel	94 Pay-Per-View 10
17 WUNH-27 (DND)	53 The Golf Channel	95 Pay-Per-View 1
18 WNDU-50 (DND)	54 Speedvision	96 Pay-Per-View 2
19 WGUF-TV (DND)	55 The Nashville Network	97 Pay-Per-View 3
20 WMFP-TV (DND)	56 EWTN Boston Catholic	98 Time (Local Travel TV)
21 WUSH-TV (DND)	57 QVC	99 Showtime
22 Government Access**	58 Travel Guide	
23 Pay-Per-View Information	59 American Movie Classics	
24 The Disney Channel	60 HBO	
25 Nick@Nite	61 Cinemax	
26 The Family Channel	62 The Movie Channel	
27 Comedy Central	63 HBO2	
28 MTV	64 HBO3	
29 Vi-1	65 Starz	
30 OX	66 Encore	
31 USA Network	67 Pay-Per-View 3	
32 Discovery Channel	68 Pay-Per-View 4	
33 TNT	69 OX Movies	
34 E! Entertainment	70 Bravo	
35 TBS	71 The History Channel	
36 Lifetime		
37 Adult		

☐ Basic Broadcast ☐ Cable 1 ☐ Cable 2 ☐ Premium ☐ Pay-Per-View ☐ NewChoice

(*) Cable-Ready Channel

** Available in Bismarck, Burlington and Wilmington only.

*** Available in Burlington and Wilmington only. During the Summer Months, 9:00am - 11:00pm.

-Town of Burlington Cable Television Renewal License-

EXHIBIT 7

VIDEO CASSETTE RECORDER (VCR) POLICIES AND OPTIONS

(See Attached)

Troubleshooting Guide

Many TV problems have relatively simple solutions which don't require a costly service call. Before you call for service, follow this easy troubleshooting guide.

If you have no sound...

- Check volume setting on converter box, television, or stereo.
- Press "mute" setting on converter, television, or stereo remote.
- Be sure the cables are properly connected.
- Check your Second Audio Program (SAP) feature on your television and VCR. To restore sound, turn SAP feature OFF.

If you have no picture...

- Is the set on and tuned to Channel 3?
- Is the converter box on?
- Is the TV set plugged into the converter box?
- Is the converter box plugged into a live electrical outlet?
- Does a wall switch control the outlet? Is it on?
- Do you need to replace the battery in the remote control unit?

If you need fine tuning...

- Check that your TV is on Channel 3.
- If your set is equipped with an automatic fine-tuning (AFT) control, turn it off.
- Select Channel 3 on converter.
- Adjust the fine-tuning control on your TV set for the best picture, then return the AFT control to the "on" position.

Please call your TV repair service if the following applies:

- No sound on all channels, but picture is good. (Be sure mute button is off.)
- Picture too small.
- Elongated picture.
- Horizontal bar across screen with no picture.

Please call your local MediaOne office if the following applies:

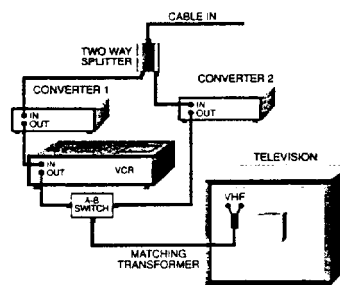
- White or tinted screen.
- Pictures snowy with no sound
- Straight or wavy lines (Try fine-tuning procedures.)
- Weak picture.
- Ghosts or double images.
- Windshield wiper effect.

Your VCR and Cable Hook Up

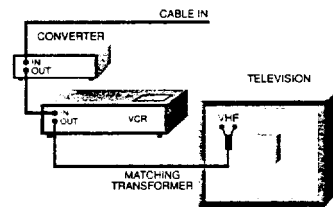
There are many ways to hook-up your VCR. The one that's right for you depends on how you want to use your VCR. (Remember, all channel selections are made through the converter. Be sure it's on and set for the channel you want to record. It is not necessary for your TV to be on.)

¹Some cable converter boxes are tuned to Channel 4 instead of Channel 3.
²Make sure your set is tuned to Channel 3, then follow fine tuning process.

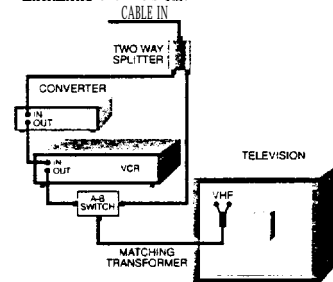
Record any channel while watching any channel



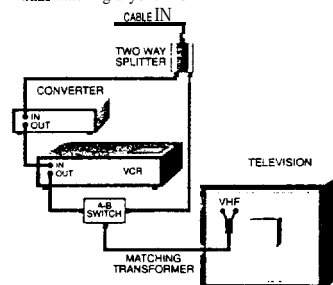
VCR recording of same channel being viewed and event programming while not watching



Record any channel while watching unscrambled channels only



Record unscrambled channels only while watching any channel



-Town of Burlington Cable Television Renewal License-

EXHIBIT 8

FREE DROPB AND MONTHY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Service at no charge:

(See Attached)

Burlington Facilities

Schools (8)

Fox Hill School • 252 Fox Hill	Pine Glen School • 4 Pine Glen Way
Wildwood School • 116 Bedford St	Meadowbrook School • 3 McGinnis Dr
Marshall Simonds School • 114 Winn St	High School • 123 Cambridge St.
Memorial School • 119 Winn St	Francis Wyman • 41 Terrace Hall Ave.

Facilities (11)

Town Hall • 29 Center	Main Fire • 21 Center
Annex • 25 Center	Library • 22 Sears St.
Police • 45 Center	Human Service • 61 Center
Sub Fire • 113 Terrace Hall	Town Common
Cemetery • 52 Bedford	Simonds Park • 10 Bedford St.
Rec Garage • 1 Edgemere	

Water Treatment (2)

171 Middlesex St.	70 Winter St.
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Water Pumps (6)

46 Terrace Hall	34 Wyman St.
28 Sandy Brook	132 Lexington St.
171 Middlesex St.	Shawsheen Pump @ Bellerica???

Sewer Pumps (14)

112 Terrace Hall Ave.	29 Douglas Ave
152 Bedford St.	87 Wilmington Rd.
26A Francis Wyman Rd.	9A Brookside Ln.
3 OA Westwood	8 Lucyna Circle
24 Townline Rd.	12 Grandview Ave.
44 Keans Rd.	134 Lexington St.
12 Partridge Ln	134 Belmont

Standpipes (3)

27 Blanchard Rd.	69A Cambridge St.
72 Center St.	

-Town of Burlington Cable Television Renewal License-

EXHIBIT 9

207 CMR 10.00

{See Attached}

207 CMR 10.00: BILLING AND TERMINATION OF SERVICE

Section

- 10.01: Notification of Billing Practices
- 10.02: Notification of Services, Rates and Charges
- 10.03: Equipment Notification
- 10.04: Form of Bill
- 10.05: Advance Billing and Issuance of Bills
- 10.06: Billing Due Dates, Delinquency, Late Charges and Termination of Service
- 10.07: Charges for Disconnection or Downgrading of Service
- 10.08: Billing Disputes
- 10.09: Service Interruptions
- 10.10: Waiver

10.01: Notification of Billing Practices

(1) Every cable television operator shall notify each of its subscribers, in writing, of its billing practices. The notice shall describe the operator's billing practices including but not limited to the following: frequency of billing, time periods upon which billing is based, advance billing practices, security deposit requirements, charges and policies for late payments or returned checks, payment requirements necessary to avoid account delinquency, termination of service procedures, policies relating to the timing of posting of payment, availability of credits or rebates for service interruptions, pay-per-view billing procedures, procedures to be followed to request service deletions including the notice period a subscriber must give to avoid liability for such services and procedures to be followed in the event of a billing dispute.

(2) The cable television operator shall give notice of its billing practices to potential subscribers before a subscription agreement is reached.

(3) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

(4) 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

(5) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Notification of Services, Rates and Charges

(1) Every cable television operator shall provide full disclosure to each of its subscribers, in writing, of all its programming services and rates.

(2) Every cable television operator shall provide full disclosure to each of its subscribers, in writing of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services.

(3) Every cable television operator shall notify each of its subscribers in writing, of the charge, if any, for service visits and under what circumstances such charge will be imposed.

10.02: continued

(4) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(5) 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

(7) Negative Option Billing. A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a tier offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service provided that such change is otherwise consistent with applicable regulations. A subscriber's failure to refuse a cable operator's proposal to provide such service or equipment is not an affirmative request for service or equipment. A subscriber's affirmative request for service or equipment may be made orally or in writing.

10.03: Equipment Notification

(1) Every cable television operator shall provide each of its subscribers an equipment notice, in writing. The notice shall:

- (a) describe the function of operator-supplied equipment and its interaction with consumer-owned equipment, including but not limited to remote control units, A/B switches, converters, parental control devices and video cassette recorders;
- (b) describe problems, if any, associated with the interaction of operator-supplied equipment with consumer-owned equipment, including but not limited to situations where the use of operator-supplied equipment is incompatible with the use of consumer-owned equipment;
- (c) state the circumstances under which it is necessary to use a separate converter;
- (d) describe the operator's policies regarding ownership of and liability for operator-supplied equipment, including but not limited to the conditions under which the equipment may be leased or sold to subscribers, and policies related to damaged, stolen or lost operator-supplied equipment; and
- (e) inform subscribers of the circumstances under which they may or may not modify operator-supplied equipment.

(2) The cable television operator shall give notice in writing of its policies and practices regarding equipment to potential subscribers before a subscription agreement is reached and annually to all existing subscribers.

(3) 30 days prior to changing one of its policies and/or practices regarding equipment, the cable television operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change, including a description of the changed policy and/or practice.

(4) A copy of the cable television operator's equipment notice shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where it shall be available for public inspection. If an operator amends its equipment notice, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

10.04: Form of Bill

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

- (a) the name and local address of the cable television operator;
- (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
- (c) the date on which individually chargeable services were rendered;
- (d) Bills must be fully itemized, showing each rate or charge levied. Itemizations shall include, but not be limited to, basic, premium service and equipment charges, as well as any unit or per item charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits. Itemizations shall include total pay-per-view charges, if any, incurred during the billing period, the number of events viewed in each price category, the program price and the titles of all pay-per-view events purchased during the billing period;
- (e) the amount of the bill for the current billing period, separate from any balance due;
- (f) any applicable credits and the dates on which they were applied;
- (g) the operator's local telephone number and a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of a subscriber's rights under 207 CMR 10.08 in the event of a billing dispute; and
- (h) the date on which payment is due from the subscriber.

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

- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
- (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
- (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.04 it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

(3) (a) The charge identified on the subscriber bill as the total charge for cable service should include all fees and costs itemized according to 207 CMR 10.04. Cable operators shall not identify costs as separate costs over and above the amount the cable operator charges a subscriber for cable service, but the cable operator may include, as an explanatory legend on the bill, those costs described in the Communications Act as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 USC § 521 *et seq.*, at 47 USC § 622(c).

(b) If an operator itemizes any cost, other than those specifically allowed by 47 USC § 622(c), the operator shall not selectively itemize costs.

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

10.05: Advance Billing and Issuance of Bill

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period. Upon petition by an operator, the Commission may waive this provision in a given municipality as it applies to seasonal residents upon a showing that it serves the public interest to do so.

(2) Nothing in 207 CMR 10.05 shall prevent a cable subscriber from voluntarily offering or a cable operator from accepting payments in advance for periods greater than two months. A cable operator who voluntarily accepts advance payments for periods greater than two months may not pass along subsequent rate increases during the period of advance payments without the subscriber's prior agreement to be subject to such rate increases.

10.05: ~~continued~~

(3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

(4) A waiver of the provisions of 207 CMR 10.05 does not constitute a waiver of 207 CMR 9.00, security deposit regulations.

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

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

(2) The account of a cable television subscriber shall not be considered delinquent until at least 30 days have elapsed from the due date of the bill and payment has not been received by the company.

(3) The following provisions shall apply to the imposition of late charges on subscribers:

(a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least three business days from the date of delinquency to pay the balance due.

(b) A charge of not more than 5% of the balance due may be imposed as a one-time late charge.

(c) No late charge may be assessed on the amount of a bill in dispute.

(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.

(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.08(1) for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.08.

(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.07: Charges for Disconnection or Downgrading of Service

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

(a) A subscriber requests total disconnection from cable service; or

(b) A subscriber requests the downgrade within the thirty (30) day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.

(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

-Town of Burlington Cable Television Renewal License-

EXHIBIT 10

FCC CUSTOMER SERVICE OBLIGATIONS

(See Attached}

10.08: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 15 working days of receipt of the complaint.
- (2) The subscriber shall remit the undisputed portion of the bill. Failure to remit said undisputed portion shall cause the subscriber to forfeit any rights under this section.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.08(4).
- (4) Should the dispute remain unresolved following recourse to the procedures outlined in 207 CMR 10.08(1) and (3), within 30 days of final action under those subsections either the subscriber or the cable television operator may petition the Commission, on forms provided by the Commission, for resolution of disputes involving amounts of \$400.00 or less. Filing action under 207 CMR 10.08(3) shall be deemed to have occurred thirty (30) days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision, and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation as it deems necessary. The Commission shall make a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.09: Service Interruptions

- (1) Every cable television operator shall grant a pro rata credit or rebate to any subscriber whose entire cable service is interrupted for 24 or more consecutive hours, if the interruption was not caused by the subscriber and the cable television operator knew or should have known of the service interruption.
- (2) If an entire tier or premium service of a subscriber's cable service is interrupted for 24 or more consecutive hours, the cable television operator shall provide a pro rata credit or rebate for each tier or premium service interruption as provided in 207 CMR 10.09(1).

10.10: Waiver

Upon receipt of a request from an issuing authority, the Commission may waive particular provisions in 207 CMR 10.00 if it finds that such a waiver is in the public interest and for good cause shown.

REGULATORY AUTHORITY

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

EXHIBIT 10

§76.309 Customer service obligations.

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

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

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

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

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

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

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

(1) *Cable system office hours and telephone availability —*

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Communications between cable operators and cable subscribers —*

(i) *Notifications to subscribers —*

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

(1) Products and services offered;

(2) Prices and options for programming service; and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and.

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

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

(ii) Billing —

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

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

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

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

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

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

(4) Definitions —

(i) Normal business hours — The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions — The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include:

• are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

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

-Town of Burlington Cable Television Renewal License-

EXHIBIT 11

LIST OF REQUIRED REPORTS TO BE SUBMITTED TO THE TOWN

(See Attached)

EXHIBIT 11

LIST OF REQUIRED REPORTS

- (1) Construction Maps (See Section 4.12)
- (2) Quarterly Statement Regarding Gross Annual Revenues (See Section 6.4[d])
- (3) Annual Statement Regarding Gross Annual Revenues (See Section 7.1[b])
- (4) Rate Schedules (See Section 8.2[a])
- (5) Reporting (See Section 9.4)
- (6) Financial Reports (See Section 13.2)
- (7) Cable System Information (See Section 13.3)
- (8) Telephone Reports (See Section 13.4)
- (9) Individual Complaint Reports (See Section 13.5)
- (10) Annual Performance Tests (See Section 13.6)
- (11) Dual Filings (See Section 13.8)

-Town of Burlington Cable Television Renewal License-

EXHIBIT 12

GROSS ANNUAL REVENUES WORKSHEET

(See Attached)

EXHIBIT 12

Franchise Fee Payment WorksheetCity of
Period fromOperator
Address

Revenue Source	Units (avg. of Period)	Unit Price \$ (each/mo.)	Months in \$ Period X	Gross Revenue \$ X	Fee % = \$	Franchise Fee	YTD \$
Installation							
Additional Outlets							
Extraordinary Installation							
FM Installation							
Bulk Installation							
Disconnect							
Other Installation (VCR Reconnection, etc.)							
Total Installation Income							
Basic Cable							
Tier I							
Tier II							
Premium							
Premium							
Premium							
Premium							
Add'l Outlet Rate							
P.P.V.							
FM Service							
Bulk (Equivalents)							
Converter/Remote							
Other							
Total Interactive Income							
Alarm							
Other							
Total Interactive Income							
Local Advertising							
National (% gross)							
Shopping Services							
Rent							
L.O. Income							
Mailing Inserts							
Total Non-Subscriber Income							

EXHIBIT

Franchise Fee Payment WorksheetOperator
AddressCity of
Period from

Revenue Source	Units (avg. of Period)	Unit Price \$ (each/mo.)	Months in \$ Period	Gross Revenue X \$	Fee X	Fee % =	Franchise \$ Fee	YTD \$
Less Bad Debts								
Plus Bad Debt Recovery								
Net Bad Debts (-)								
Total Other Income								
TOTAL REVENUES								
Adjustments *								
TOTAL DUE CITY								

Explanatory Notes: _____

*Adjustments (specify): _____

Instructions: Fill out complete form. If a particular income item is not pertinent to your franchise please draw a line through the appropriate boxes. Areas left blank will be assumed to be inadvertent omissions and the form will be returned for completion. Unit average of period is applicable only to those items for which a monthly (or portion thereof) rate is charged. Specify when "other" category is used. Prior period totals must equal YTD total. If promotional discount lowers normal averaged during period please indicate. If rates increased or lowered during period indicate starting dates. Multi-family installation income spread over a **period of a contract will be** reported when earned.

Authorized by:

Title:

Date:

**BURLINGTON ACCESS FEES
FOR THE YEAR ENDED DECEMBER 31,**

Basic install Revenue

Pay Revenue

Other Unregulated Revenue

Total Subscriber Revenues

Home Shopping Revenue

Teleport Revenue

HSD Revenue

Advertising Revenue

Less: Bad Debt (Net of Recovery)

Total Revenues - FYE 12/31/

Access % times Revenue

*-Town of Burlington Cable **Television** Renewal License-*

EXHIBIT 13

THE CABLE ACT

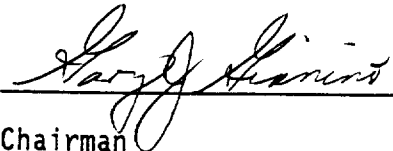
(See Attached)

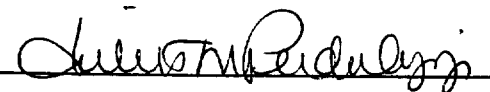
-Town of Burlington Cable Television Renewal License-

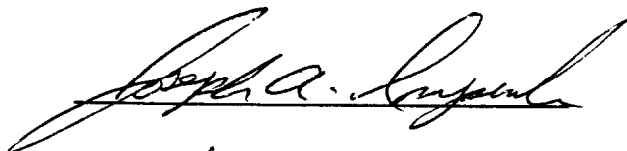
SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Burlington, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by **MediaOne** of Massachusetts, Inc.

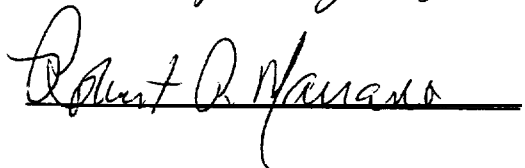
The Town of Burlington, MA


Chairman









BY: The Burlington Board of Selectmen,
as Issuing Authority

MediaOne of Massachusetts, Inc.


BY: RUSSELL H. STEPHENS

TITLE: Senior Vice President
Northeast Region

DATED: October 20, 1997