

**CABLE TELEVISION  
FINAL LICENSE**

**GRANTED TO  
VERIZON NEW ENGLAND INC.**

**THE BOARD OF SELECTMEN  
TOWN OF CHELMSFORD,  
MASSACHUSETTS**

**APRIL 2, 2009**

## TABLE OF CONTENTS

ARTICLE	PAGE
1. DEFINITIONS .....	2
2. GRANT OF FINAL LICENSE AUTHORITY .....	8
3. PROVISION OF CABLE SERVICE .....	11
4. SYSTEM FACILITIES .....	11
5. PEG ACCESS SERVICES AND SUPPORT.....	12
6. LICENSE FEES.....	14
7. CUSTOMER SERVICE.....	16
8. REPORTS AND RECORDS.....	23
9. INSURANCE AND INDEMNIFICATION.....	25
10. RENEWAL OF LICENSE .....	27
11. ENFORCEMENT AND TERMINATION OF LICENSE.....	27
12. MISCELLANEOUS PROVISIONS .....	29

### EXHIBITS

EXHIBIT A -- SERVICE AREA

EXHIBIT B -- PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT C -- GROSS REVENUE REPORTING FORM

EXHIBIT D -- PERFORMANCE BOND

THIS CABLE TELEVISION FINAL LICENSE (this “Final License”) is entered into by and between the Board of Selectmen of the Town of Chelmsford (the “Town”), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority wishes to grant the Licensee a nonexclusive Final License to construct, install, maintain, extend and operate a Cable System in the Town as designated in this Final License;

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Licensee is in the process of upgrading its existing Telecommunications Facilities through the installation of a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Town for the transmission of Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the Town, and the Licensee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Town;

WHEREAS, the Issuing Authority initiated the cable television licensing process in the Town on July 21, 2008;

WHEREAS, pursuant to 207 CMR 3.03(2), the Licensee submitted an application to the Town dated August 15, 2008, on Cable Division Form 100, for a license to operate and maintain a Cable System in the Town;

WHEREAS, pursuant to 207 CMR 3.03(3), the Issuing Authority released an Issuing Authority Report dated September 23, 2008, and the Licensee submitted an amended application in response thereto dated October 21, 2008;

WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority held a public hearing on March 23, 2009, to assess the qualifications of the Licensee, and has found the Licensee to be qualified to operate the Cable System;

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town to grant a nonexclusive Final License to the Licensee;

WHEREAS, the Issuing Authority and the Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions; and

WHEREAS, the Issuing Authority exercised diligent efforts to ensure that the terms and conditions in this Final License are, in light of all relevant circumstances, on terms no more

favorable or less burdensome than those contained in the Cable Television Renewal License, dated April 10, 2006, granted to Comcast of Southern New England, Inc.

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a Final License to the Licensee, the Licensee's commitment to provide Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Final License. For the purpose of this Final License, the following words, terms, phrases and their derivations shall have the meanings given herein. 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. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the Town of Chelmsford and/or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority and in accordance with the terms of this Final License.

1.2. *Access Corporation*: The entity, designated by the Issuing Authority of the Town of Chelmsford, that is responsible for operating and managing the use of PEG Access Channels, facilities, funding and programming in the Town.

1.3. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.4. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals.

1.5. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.6. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.7. *Cable System or System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning 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, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.9. *CMR*: The Code of Massachusetts Regulations.

1.10. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.11. *Communications Act*: The Communications Act of 1934, as amended.

1.12. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.13. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.14. *Educational Access Channel*: An Access Channel available for the use of local educational institutions in the Town, as well as the Access Corporation.

1.15. *Effective Date*: The Effective Date of this Final License, being November 1, 2009.

1.16. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.17. *Force Majeure*: 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 subdivisions, 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, labor disturbances or lockouts;

unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

1.18. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this Final License.

1.19. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its designee to present non-commercial governmental programming.

1.20. *Gross Revenues*: All revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees imposed on the Licensee by this Final License and applicable law that are passed through and paid by Subscribers (“fee-on-fee”) in accordance with applicable law. Gross Revenues based on bundled services shall be calculated in accordance with Section 5.3.3 below. Gross Revenues shall be determined in accordance with generally accepted accounting principles; provided, however, that Gross Revenues shall not include:

1.20.1. Revenues received by any of Licensee’s Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town;

1.20.2. Actual bad debts written off by the Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.20.3. Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee’s provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barter, services or other items of value instead of cash revenue then such items shall be included in Gross Revenue;

1.20.4. Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.20.5. Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.20.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay (and does pay) License Fees to the Town on the resale of the Cable Services;

1.20.7. Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

1.20.8. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System; and

1.20.9. Any fees or charges collected from Subscribers for the PEG Access Capital Funding (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

1.21. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.22. *Internet Access Service*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.23. *Issuing Authority*: The Board of Selectmen of the Town of Chelmsford, Massachusetts.

1.24. *Leased Access Channel*: A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

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

1.26. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.27. *M.G.L. Chapter 166A*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.28. *Non-Cable Services*: Any service that does not constitute Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services (which includes, but is not limited to, Internet Access Service) and Telecommunications Services; provided that if Internet Access Service is hereafter determined by the FCC or a court of competent jurisdiction to be a Cable Service, then Internet Access Service shall not be considered a Non-Cable Service.

1.29. *Normal Business Hours*: 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.

1.30. *Normal Operating Conditions*: Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee 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.

1.31. *PEG*: Public, educational, and governmental.

1.32. *PEG Access Capital Funding*: Funding to be provided by the Licensee to the Issuing Authority for cable-related purposes, as set forth in Section 5.3.1 of this Final License.

1.33. *PEG Access Channel*: An Access Channel made available to the Town and/or the Access Corporation for PEG Access Programming pursuant to the terms of this Final License.

1.34. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this Final License, and applicable laws.

1.35. *Person*: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.36. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.37. *Public Access Channel*: An Access Channel made available by the Licensee for the use by the residents in the Town and/or the Access Corporation.

1.38. *Public Rights-of-Way*: 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.



1.39. *Respond*: The Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

1.40. *Service Area*: All portions of the Town where Cable Service is being offered, as outlined in **Exhibit A**, being the entire Town of Chelmsford.

1.41. *Service Call*: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

1.42. *Service Date*: The date that the Licensee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Town. The Licensee shall memorialize the Service Date by notifying the Issuing Authority in writing of the same, which notification shall become a part of this Final License.

1.43. *Service Interruption*: The loss of picture or sound on one or more Channels.

1.44. *Significant Outage*: Any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

1.45. *Standard Installation*: Residential installations where the Subscriber is within one hundred twenty five (125) feet of the Licensee's Cable System, as described in Section 3.2 below.

1.46. *State*: The Commonwealth of Massachusetts.

1.47. *Subscriber*: Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee's express permission.

1.48. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.49. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.50. *Title II*: Title II of the Communications Act.

1.51. *Title VI*: Title VI of the Communications Act.

1.52. *Town*: The Town of Chelmsford, Massachusetts.

1.53. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## 2. GRANT OF FINAL LICENSE AUTHORITY

2.1. *Grant of Authority:* Subject to the terms and conditions of this Final License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This Final License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this Final License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services to Subscribers within the Town and shall not include the Telecommunications Facilities of the Licensee. Nothing in this Final License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied.

2.3. *Term:* The term of this Final License shall be for a period of fifteen (15) years, commencing on November 1, 2009 (the "Effective Date"), and shall expire at midnight on October 31, 2024, unless sooner revoked or terminated as provided herein.

2.4. *Grant Not Exclusive:* This Final License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Final License. The issuance of additional cable license(s)

shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.5. *Final License Subject to Applicable Federal and State Law:* Subject to Section 2.6 below, this Final License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

2.6. *Change of Laws:* If, subsequent to the Effective Date, there is a change in federal or State law that eliminates the authority of local governments to require and/or grant cable television licenses and/or franchises for the provision of Cable Service, then to the extent permitted by law this Final License shall survive such legislation and remain in effect for the term of this Final License.

2.7. *No Waiver:*

2.7.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this Final License, M.G.L. Chapter 166A or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.7.2. The failure of the Licensee on one or more occasions to exercise a right under this Final License or applicable law, or to require performance under this Final License, shall not be deemed to constitute a waiver of such right or of performance of this Final License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.8. *Construction of Final License:*

2.8.1. The provisions of this Final License shall be liberally construed to effectuate their objectives.

2.8.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9. *Police Powers:* Nothing in this Final License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this Final License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this Final License.

2.10. *Transfer of the Final License:*

2.10.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.10.2 below, the Licensee shall not transfer this Final License

without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such 120 day period, then the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

2.10.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this Final License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) transfer or assignment of this Final License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this Final License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.10.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this Final License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this Final License, and any other criteria allowable under applicable law and/or regulation.

2.10.4. The consent or approval of the Issuing Authority to a transfer of this Final License shall not constitute a waiver or release of the rights of the Town under this Final License.

2.10.5. In the event that this Final License is transferred, the transferee shall be subject to all of the terms and conditions contained in this Final License.

### **3. PROVISION OF CABLE SERVICE**

#### *3.1. Service Area:*

3.1.1. *Service Area:* The Licensee shall offer Cable Service to substantially all residential households in the Town served by aerial plant, and may make Cable Service available to businesses in the Service Area, within twenty four (24) months of the Effective Date, and shall offer Cable Service to all residential households in the Town within five (5) years of the Effective Date, except: (A) for periods of Force Majeure; (B) for periods of

delay resulting from the Licensee's inability to obtain authority from the Town to access Public Rights-of-Way in the Service Area; (C) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (D) in developments or buildings that the Licensee cannot access under reasonable terms and conditions after good faith negotiations, as determined in good faith by the Licensee; and (E) in developments or buildings that the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in conformance with Section 3.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within one hundred twenty five (125) feet of the Licensee's FTTP Network. The Licensee shall be allowed to recover, from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred twenty five (125) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* The Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit B**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3.

#### 4. **SYSTEM FACILITIES**

4.1. *System Characteristics:* The Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The Cable System shall be designed with an initial digital carrier passband of between 54 and 863 MHz.

4.1.2. The Cable System shall be designed to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code and the National Electrical Safety Code.

4.2. *Emergency Alert System:* The Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law governing Subscribers’ capability to control the reception of any Channels being received on their television sets.

**5. PEG ACCESS SERVICES AND SUPPORT**

5.1. *PEG Access Channels:*

5.1.1. Subject to Section 5.1.2 below, the Licensee shall make available to the Issuing Authority and/or the Access Corporation, as designated by the Issuing Authority, capacity on its Basic Service Tier for three (3) PEG Access Channels. In the event that the three (3) PEG Access Channels are being substantially programmed, the Issuing Authority shall notify the Licensee in writing of its intent to activate a fourth (4th) PEG channel. For purposes of this Section 5.1.1, “substantially programmed” shall be deemed to have occurred anytime that the PEG Access Channels are programmed eighty percent (80%) of the time, tallied on a cumulative basis on and over all three (3) PEG Access Channels, between the hours of 5:00PM and 10:00 PM during weekdays (Monday through Friday) for three (3) consecutive months with non-duplicative, locally produced, non character- generated programming. All cable operators in the Town shall be required to activate such fourth PEG Access Channel at the same time.

5.1.2. The Licensee may carry PEG Access Programming within and outside the Town’s jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on any of the PEG Access Channels made available to the Issuing Authority and/or the Access Corporation pursuant to Section 5.1.1 above. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Issuing Authority and/or the Access Corporation, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Issuing Authority and/or the Access Corporation determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.1.3. *PEG Access Interconnection:* The Licensee, at the Licensee's expense, shall interconnect its Cable System with the existing cable operator's cable system at the Parker Middle School, 75 Graniteville Rd, Chelmsford, MA in order to cablecast, on a live basis, all PEG Access Programming consistent with this Final License. The Licensee shall provide, install, maintain, repair and replace equipment as may be necessary to receive and transmit such PEG Access Programming from the said interconnection location to Subscribers. The Licensee shall take commercially reasonable steps to accomplish such interconnection within one-hundred twenty (120) days of the Effective Date. If the Licensee has not accomplished such interconnection within one-hundred twenty (120) days of the Effective Date,

the Licensee shall provide a written description of the status of interconnection efforts to the Issuing Authority within ten (10) business days after the conclusion of such one-hundred twenty (120) day time period. The Issuing Authority shall work with the Licensee in good faith to resolve any interconnection issues

5.2. *PEG Access Capital Funding and PEG Access Support:*

5.2.1. *PEG Access Capital Funding:* The Licensee shall provide equipment and/or facilities funding to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority, for the support of the production of local PEG Access Programming and/or other cable-related purposes (the "PEG Access Capital Funding"). The PEG Access Capital Funding provided by the Licensee hereunder shall be six hundred thirty thousand dollars (\$630,000) and payable as follows:

- Twenty Seven Thousand Dollars (\$27,000) payable within sixty (60) days of the Effective Date;
- Annual payments of Twenty Seven Thousand Dollars (\$27,000) payable on or before the first (1<sup>st</sup>), second (2<sup>nd</sup>), third (3<sup>rd</sup>), fourth (4<sup>th</sup>), and fifth (5<sup>th</sup>) anniversaries of the Effective Date;
- Annual payments of Forty Six Thousand Eight Hundred Dollars (\$46,800) payable on or before the sixth (6<sup>th</sup>) through fifteenth (15<sup>th</sup>) anniversaries of the Effective Date provided, however, that the final payment shall be made on or before September 1, 2024.

The Town and/or the Access Corporation shall own all equipment purchased with funding pursuant to this Section 5.2.1, and the Licensee shall have no obligation to maintain, repair, replace or insure any such equipment.

5.2.2. The Licensee shall provide annual funding to the Issuing Authority and/or the Access Corporation for any PEG Access/lawful cable related purpose, including PEG Access operating support, other PEG Access costs and expenses, and other cable related purposes ("PEG Access Support"), consistent with applicable laws and regulations, in the amount of four and one-half percent (4.5%) of the Licensee's annual Gross Revenue, subject to the limitation in Section 6.2. Each such payment shall be accompanied by a Gross Revenue reporting form substantially similar to Exhibit C.

5.2.3. *Payments:* The PEG Access Support payments, pursuant to Section 5.2.2 above, shall be made no later than forty-five (45) days following the end of each calendar quarter. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, or shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of this Section 5.2.3, the period for determining Gross Revenues shall be the preceding calendar quarter. If the Licensee bundles Cable Service with Non-Cable Service, the Licensee agrees that it shall allocate the discount associated with such bundle consistent with the portion allocated in the Licensee's books and records kept in the regular

