

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF DARTMOUTH**

**RENEWAL CABLE TELEVISION LICENSE  
ISSUED TO COMCAST OF SOUTHERN NEW ENGLAND, INC.**

## **TABLE OF CONTENTS**

|   |           |
|---|-----------|
| <b>INTRODUCTION .....</b>   | <b>5</b>  |
| <b>ARTICLE 1 DEFINITIONS.....</b>   | <b>6</b>  |
| SECTION 1.1 - DEFINITIONS .....   | 6         |
| <b>ARTICLE 2 GRANT AND TERM OF LICENSE .....</b>  | <b>11</b> |
| SECTION 2.1 – GRANT OF LICENSE .....  | 11        |
| SECTION 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE .....   | 11        |
| SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS .....  | 11        |
| SECTION 2.4 – APPLICABLE LAW .....  | 12        |
| SECTION 2.5 - TERM OF RENEWAL LICENSE.....  | 12        |
| SECTION 2.6 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE .....                                    | 12        |
| SECTION 2.7 – NON-EXCLUSIVITY OF LICENSE .....  | 13        |
| SECTION 2.8 – POLICE AND REGULATORY POWERS .....  | 14        |
| SECTION 2.9 – REMOVAL OR ABANDONMENT .....  | 15        |
| <b>ARTICLE 3 SYSTEM DESIGN, CONSTRUCTION AND OPERATION.....</b>                                   | <b>16</b> |
| SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(A)].....                                      | 16        |
| SECTION 3.2 – SUBSCRIBER NETWORK .....  | 17        |
| SECTION 3.3 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP .....                               | 17        |
| SECTION 3.4 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS .....                                       | 18        |
| SECTION 3.5 – STANDBY POWER .....   | 19        |
| SECTION 3.6 – TREE TRIMMING .....   | 19        |
| SECTION 3.7 – UNDERGROUND WIRING OF UTILITIES .....   | 20        |
| SECTION 3.8 – PEDESTALS AND VAULTS .....  | 20        |
| SECTION 3.9 – PRIVATE PROPERTY .....  | 21        |
| SECTION 3.10 – RESTORATION TO PRIOR CONDITION .....   | 21        |
| SECTION 3.11 – COOPERATION WITH BUILDING MOVERS .....   | 21        |
| SECTION 3.12 – RELOCATION OF FACILITIES .....   | 21        |
| SECTION 3.13 – RELOCATION OF FIRE ALARMS .....  | 22        |
| SECTION 3.14 – CONTINUITY OF SERVICE .....  | 22        |
| SECTION 3.15 – CONSTRUCTION AND MAINTENANCE STANDARDS .....                                       | 22        |
| SECTION 3.16 – RIGHT OF INSPECTION .....  | 23        |
| SECTION 3.17 – EMERGENCY REMOVAL OF PLANT.....  | 23        |
| SECTION 3.18 – EMERGENCY AUDIO ALERT .....  | 24        |
| <b>ARTICLE 4 RATES AND PROGRAMMING.....</b>   | <b>25</b> |
| SECTION 4.1 – RATES AND CHARGES .....   | 25        |
| SECTION 4.2 – BASIC BROADCAST SERVICE .....   | 25        |
| SECTION 4.3 – PROGRAMMING.....  | 26        |
| SECTION 4.4 – PROGRAMMING TIERS .....   | 26        |
| SECTION 4.5 – LEASED ACCESS .....   | 26        |
| SECTION 4.6 – STEREO TV TRANSMISSIONS .....   | 27        |
| SECTION 4.7 – CHANNEL LINEUP .....  | 27        |
| SECTION 4.8 – REMOTE CONTROLS .....   | 27        |
| <b>ARTICLE 5 EDUCATIONAL AND GOVERNMENTAL ACCESS AND CONTINUATION OF EXISTING I-<br/>NET.....</b> | <b>28</b> |
| SECTION 5.1 – EDUCATIONAL AND GOVERNMENTAL ACCESS.....  | 28        |
| SECTION 5.2 –ACCESS TO THE CABLE SYSTEM.....  | 28        |
| SECTION 5.3 - ANNUAL OPERATING FUNDS; ACCESS FUNDING.....   | 29        |
| SECTION 5.4 - DARTMOUTH COMMUNITY TELEVISION AND CAPITAL FACILITIES PAYMENTS.....                 | 30        |

|  |           |
|--|-----------|
| SECTION 5.5 - GOVERNMENT ACCESS CHANNEL.....   | 31        |
| SECTION 5.6 - SYSTEM DESIGN.....   | 31        |
| SECTION 5.7 - SYSTEM MAINTENANCE OF CHANNELS .....   | 31        |
| SECTION 5.8 - MISCELLANEOUS ACCESS MATTERS.....  | 32        |
| SECTION 5.9 - TRANSITION.....  | 34        |
| SECTION 5.10 – INSTITUTIONAL NETWORK (“I-NET”).....  | 35        |
| <b>ARTICLE 6 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION .....</b>                           | <b>38</b> |
| SECTION 6.1 - CUSTOMER SERVICE.....  | 38        |
| SECTION 6.2 – TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS .....             | 38        |
| SECTION 6.3 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME .....                        | 39        |
| SECTION 6.4 – MINIMUM SUBSCRIBER INFORMATION .....   | 40        |
| SECTION 6.5 – PARENTAL CONTROL.....  | 41        |
| SECTION 6.6 – BILLING AND TERMINATION PROCEDURES.....                                      | 41        |
| SECTION 6.7 – VOLUNTARY DISCONNECTION OF SERVICE .....                                     | 42        |
| SECTION 6.8 – BILLING DISPUTES.....  | 42        |
| SECTION 6.9 – PROTECTION OF SUBSCRIBER PRIVACY .....                                       | 42        |
| SECTION 6.10 – PRIVACY.....  | 43        |
| SECTION 6.11 – POLLING BY CABLE.....   | 43        |
| SECTION 6.12 – INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS ..... | 44        |
| SECTION 6.13 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION .....                  | 44        |
| SECTION 6.14 – MONITORING .....  | 44        |
| SECTION 6.15 – EMPLOYEE IDENTIFICATION CARDS .....   | 45        |
| SECTION 6.16 – TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS .....                           | 45        |
| SECTION 6.17 – NON-DISCRIMINATION .....  | 45        |
| SECTION 6.18 – MUNICIPAL ACCESS TO LICENSEE’S SURVEY MATERIALS .....                       | 45        |
| <b>ARTICLE 7 LICENSE ADMINISTRATION.....</b>   | <b>46</b> |
| SECTION 7.1 – REGULATORY AUTHORITY .....   | 46        |
| SECTION 7.2 – INDEMNIFICATION .....  | 46        |
| SECTION 7.3 – INSURANCE .....  | 46        |
| SECTION 7.4 – PERFORMANCE BOND.....  | 47        |
| SECTION 7.5 – SERVICE INTERRUPTIONS .....  | 48        |
| SECTION 7.6 – PERFORMANCE EVALUATION SESSIONS .....  | 48        |
| SECTION 7.7 – NON-PERFORMANCE BY THE LICENSEE .....  | 49        |
| SECTION 7.8 – LICENSE FEE ENTITLEMENT .....  | 49        |
| SECTION 7.9 – SUBSCRIBER AND USER COMPLAINTS .....   | 49        |
| SECTION 7.10 – SUBSCRIBER COMPLAINT REPORT.....  | 50        |
| SECTION 7.11 – INDIVIDUAL COMPLAINT REPORTS .....  | 50        |
| SECTION 7.12 – QUALITY OF SERVICE .....  | 50        |
| SECTION 7.13 – SERVICE INTERRUPTION REPORT.....  | 51        |
| SECTION 7.14 – FINANCIAL REPORTS .....   | 51        |
| SECTION 7.15 – NUMBER OF SUBSCRIBERS.....  | 51        |
| SECTION 7.16 – LINE EXTENSION REPORT .....   | 51        |
| SECTION 7.17 - NON-EXCLUSIVITY OF REMEDY .....   | 52        |
| SECTION 7.18 – REVOCATION OF RENEWAL LICENSE .....   | 52        |
| SECTION 7.19 – CABLE AGENT.....  | 52        |
| SECTION 7.20 – INVESTIGATION .....   | 52        |
| <b>ARTICLE 8 GENERAL PROVISIONS.....</b>   | <b>53</b> |
| SECTION 8.1 – LICENSE AS A CONTRACT UNDER SEAL.....  | 53        |
| SECTION 8.2 – ENTIRE AGREEMENT .....   | 53        |
| SECTION 8.3 – CAPTIONS .....   | 53        |
| SECTION 8.4 – SEVERABILITY .....   | 53        |
| SECTION 8.5 – FORCE MAJEURE .....  | 53        |
| SECTION 8.6 – NOTICES .....  | 54        |

|  |           |
|--|-----------|
| SECTION 8.7 – REMOVAL OF ANTENNAS .....  | 54        |
| SECTION 8.8 – SUBSCRIBER TELEVISION SETS.....  | 55        |
| SECTION 8.9 – COST OF PUBLICATION.....   | 55        |
| SECTION 8.10 – JURISDICTION .....  | 55        |
| <b>ARTICLE 9 DETERMINATION OF BREACH/LIQUIDATED DAMAGES/LICENSE REVOCATION .....</b> | <b>56</b> |
| SECTION 9.1 – DETERMINATION OF BREACH .....  | 56        |
| SECTION 9.2 - LIQUIDATED DAMAGES .....   | 57        |
| SECTION 9.3 - REVOCATION OF THE RENEWAL LICENSE .....                                | 58        |
| SECTION 9.4 - TERMINATION .....  | 59        |
| SECTION 9.5 - NO WAIVER-CUMULATIVE REMEDIES .....                                    | 59        |
| <b>SIGNATURE PAGE .....</b>  | <b>60</b> |
| <b>SCHEDULE 4.1 INITIAL RATES .....</b>  | <b>61</b> |
| <b>SCHEDULE 4.3 BROAD CATEGORIES OF PROGRAMMING.....</b>                             | <b>62</b> |
| <b>SCHEDULE 4.4 INITIAL PROGRAM SERVICES.....</b>                                    | <b>63</b> |
| <b>SCHEDULE 5.3(C) SCHEDULE OF PAYMENTS .....</b>                                    | <b>64</b> |
| <b>SCHEDULE 4.1 BUILDINGS CONNECTED TO THE INSTITUTIONAL NETWORK.....</b>            | <b>65</b> |
| <b>SCHEDULE 6.2 FCC CUSTOMER SERVICE OBLIGATIONS .....</b>                           | <b>66</b> |
| <b>SCHEDULE 6.6 207 CMR 10.00.....</b>   | <b>67</b> |

## **DARTMOUTH RENEWAL LICENSE**

### **INTRODUCTION**

WHEREAS, Comcast of Southern New England, Inc., offering services as Comcast, formerly AT&T Broadband & MediaOne of Southern New England, Inc., (hereinafter "Comcast" or "Licensee") is the duly authorized holder of a license to operate a Cable Communications System in the Town of Dartmouth, Massachusetts (hereinafter the "Town"), as amended, said license having originally commenced on March 1, 1993 as originally issued to Whaling City Cable TV; a subsidiary of Colony Communications, Inc.

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated November 7, 2000, in conformity with the Cable Communications Policy Act of 1984 and Licensee filed a renewal proposal dated March 27, 2003;

WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Select Board, as the Issuing Authority, finds that the renewal of Licensee's license is appropriate in light of its past performance and its renewal proposal;

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions, as set forth herein.

## **ARTICLE 1**

### **DEFINITIONS**

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

For the purpose of this License, the following words, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word "shall" is always mandatory and not merely directory.

Access Channel - A video programming channel which Licensee makes available to the Issuing Authority without cost for the purpose of transmitting non-commercial programming by members of the public, Town department and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. s.531 and the terms herein.

Basic Broadcast Service or Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals and the Public, Educational and Governmental ("PEG") Access channel(s), in accordance with the Cable Act of 1992. Said service tier may be marketed by the Licensee under a brand name which may change from time to time.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

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 or use of such programming which Licensee may make available to Subscribers generally, in accordance with the Cable Act.

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.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission, which is capable of carrying a composite video signal.

CMR: Code of Massachusetts Regulations.

Dartmouth Community Television: The entity, currently Dartmouth Community Television, as designated by the Issuing Authority, and pursuant to the terms herein, for the purpose of operating and managing the use of Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with 47 United States Code s. 531.

Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission, or its successor agency.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Drop or Cable Drop: - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network.

Educational Access: The specific channel(s) and the programming thereon on the Cable System which has been allocated for use by educational organizations and institutions in the Town of Dartmouth, and the use thereof, to present non-commercial educational programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Educational and Government Access (“EG Access”): The right or ability of any Dartmouth residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with and pursuant to the provisions of Article 5 herein, 47 U.S.C. s. 531 and the terms of this Renewal License.

Effective Date: September 6, 2003.

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

Government Access: The channel(s) and the programming thereon on the Cable System which has been allocated for use by the Town of Dartmouth, the Issuing Authority or their

designee(s), and the use thereof, to present non-commercial programming or information and determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues: Consideration of any form or kind received by the Licensee for the provision of Cable Service(s) over the Cable System including, without limitation: Basic Broadcast Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals and/or leases or sales; advertising revenues as prorated to include those attributable to the Dartmouth Cable System, leased access revenues, home shopping revenues; and studio and other facility and/or equipment rentals. Gross Annual Revenues shall include any franchise fee furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

Issuing Authority: The Select Board of the Town of Dartmouth, Massachusetts.

Leased Access Channel: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

Licensee: Comcast of Southern New England, Inc. or any successor or transferee in accordance with the terms and conditions in this License.

Multichannel Video Programming Distributor – A person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming

Outlet: - An interior receptacle that connects a television set to the Cable System.

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.

Normal Operating Conditions: those service conditions which are within the control of the cable operator.



Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or as a package of services, not including Broadcast Basic Service and other regulated tiers.

Programming or Video Programming: Any Cable Service programming carried over the Cable System.

Public Access: Any specific channel, separate from the Educational and Governmental Access channels, on the Cable System which may be allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming in accordance with and pursuant to the provisions of Article 5 herein, 47 U.S.C. s. 531 and the terms of this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways 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 without applicable legally required permits, 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.

Renewal License: The license granted herein.

Standard Cable Package: A combination of Cable Service tiers, consisting of the Basic Broadcast Service tier and the Expanded Basic Broadcast Service tier, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the operation of the Cable System. Said Standard Cable Package may be marketed by the Licensee under a brand name which may change from time to time.

Subscriber: A person or entity who contracts with the Licensee for, and lawfully receives Cable Services distributed by the Cable System.

Subscriber Network: The trunk and feeder signal distribution network over which Cable Service signals are transmitted to Subscribers.

Town: The Town of Dartmouth, Massachusetts.

Upstream Channel: A channel over which signals travel over the Cable System or Institutional Network to the headend from remote points of origination.

## **ARTICLE 2**

### **GRANT AND TERM OF LICENSE**

#### **SECTION 2.1 – GRANT OF LICENSE**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Select Board, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the corporate limits of the Town of Dartmouth.

#### **SECTION 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE**

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways of the Town of Dartmouth within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services, I-Net services, and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

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

Subject to and in accordance with G.L.c. 166 §§22-25, the Licensee may attach or otherwise affix cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities.

## **SECTION 2.4 – APPLICABLE LAW**

This License is granted under, in compliance with, and subject to Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission (“FCC”), as amended, and in compliance with and subject to all other municipal, state and federal rules and regulations in force and effect, as amended, during the period for which this License is granted.

## **SECTION 2.5 - TERM OF RENEWAL LICENSE**

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on September 6, 2003, following the expiration of the current license, and shall terminate at midnight on September 5, 2013.

## **SECTION 2.6 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Division promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms thereof as provided by the Division and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority four (4) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law.

## **SECTION 2.7 – NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Dartmouth; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.6 (b)(i) above.

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

(d) In the event that a Multichannel Video Programming Provider, which is (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, 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 and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.6 (d)(i) above.

(iv) As of the Execution Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Provider(s), which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, 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.

## **SECTION 2.8 – POLICE AND REGULATORY POWERS**

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of

the public and of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System or not specific to cable operators only. Licensee shall comply with all applicable laws and ordinances enacted by the Issuing Authority pursuant to any such powers.

## **SECTION 2.9 – REMOVAL OR ABANDONMENT**

(a) Upon termination of this License by passage of time, license revocation or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition.

(b) If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding this Section, to the extent federal law applies, the applicable provisions of federal law (47 U.S.C. 547) shall govern.

## **ARTICLE 3**

### **SYSTEM DESIGN, CONSTRUCTION AND OPERATION**

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

(a) The area to be served shall be the entire Town of Dartmouth, subject to the limitations set forth herein. Service shall continue to be provided to every dwelling occupied by a person requesting Cable Service and shall continue to be available on every street where dwellings currently have Cable Service available, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. However, the Licensee shall not be obligated to extend the Cable System into any area where there are fewer than ten (10) dwelling units per aerial strand mile of cable and fifteen (15) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest trunk line.

(b) Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within two hundred fifty feet (250 ft.) aerial or one hundred fifty feet (150 ft.) underground of the cable plant shall be entitled to a standard installation rate except as referenced in Section 3.3.

(c) Provided Licensee has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

(d) Licensee shall construct and install Cable Service to the areas in Dartmouth bordering other municipalities where service is being provided by other cable operators within thirty-six (36) months of the Effective Date of this Renewal License.



## **SECTION 3.2 – SUBSCRIBER NETWORK**

(a) The Licensee shall maintain the existing seven hundred fifty MegaHertz (750 MHz) Cable System, currently fed by means of a fiber-optic transportation cable network, utilizing addressable technology, fully capable of carrying at least seventy-eight (78) video channels in the downstream direction and two (2) video channels in the upstream direction.

(b) The Licensee shall not remove any television antenna of any Subscriber but shall offer a device to allow Subscribers to choose between cable and non-cable television reception, however, Licensee reserves the right to charge at cost for same.

(c) The Cable System shall be technically capable of transmitting Town-specific access programming and commercial programming, provided however, Issuing Authority acknowledges it has no rights nor ability to mandate specific programming, however Issuing Authority reserves its rights with respect to access programming and such other programming as may be permitted by law.

(d) Upon written request of the Issuing Authority, Licensee and the Issuing Authority shall meet to discuss technological developments and customer service issues and changes affecting the Cable System to apprise the Issuing Authority of changes affecting the foregoing and to engage in discussions of possible Licensee changes re same

## **SECTION 3.3 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP**

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location, subject to Section 3.1 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for non-standard and customized installation within a Subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within two hundred fifty feet (250 ft.) of the cable plant for an aerial Drop, or one hundred fifty feet (150 ft.) for an underground Drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge Subscribers for non-standard and customized installations. Underground installations within 150 feet of the existing cable plant requiring trunk or distribution type (e.g.,

amplifier and feeder cable) construction or involving a hard surface or that require boring through rock or under sidewalks and asphalt street are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. Subscribers may be charged for Drops in excess of the standard footage or for non-standard installation drops, for materials and labor, and upon request, Subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard Drop and such itemization shall disclose the basis for Licensee's deeming the installation non-standard. If requested by the Issuing Authority, Licensee shall meet with the Issuing Authority or his/her designee to discuss, for advisory purposes, the basis of Licensee's determining that an installation is non-standard.

### **SECTION 3.4 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) Licensee shall provide, free of charge, one (1) initial Drop, outlet and the Standard Cable Service Package (for video), including the level of service which includes *Cable in the Classroom* programming as long as Licensee receives *Cable in the Classroom* programming under agreements or pursuant to terms similar to those which are currently in place, excluding premium channels, to public schools, and municipal buildings along its cable routes upon written request of the Issuing Authority.

(b) Any locations in Dartmouth public schools and municipal buildings which have been wired by Licensee for service and provided service at no charge, including existing non-profit charitable organization locations that are currently receiving such service at no charge, if any, or where service outlets were installed by Licensee, shall continue to receive such activated outlets of service as already provided.

(c) All future newly constructed schools along the cable route shall be provided with the initial standard Drop, as defined in Sect. 3.1(b) and Sect. 3.3, and Outlet, for the Standard Cable Service Package for video. Where a school has its own internal wiring for cable, Licensee will, following consultation with the Town or its designee and subject to system compatibility, interconnect its cable to an existing or new school's internal wiring hub (also known as wire closet or main distribution frame).

(d) All future municipal buildings, including schools, along the cable routes shall receive, free of charge, one residential Cable System Drop tied into the new building's internal wiring hub or wire closet (also known as main distribution frame) so that the cable service can be transmitted from the new building hub to individual rooms within the building. Upon request of a new municipal building architect, including new school architect, or architect's designee, Licensee shall meet with such architect or architect's designee to provide reasonable consultation on how the municipal building wiring may be designed to be compatible with such cable service transmission to and from the building hub/wire closet.

(e) If necessary to receive the Standard Cable Package, Licensee will continue to provide a converter to existing classrooms having converters, and, with respect to new buildings with internal wiring, shall provide only so many converters as needed to implement networking of Cable Service through the internal wiring network, at no charge to the Town, however, in the event of vandalism or gross negligence damaging such converters, the School Department shall be responsible for same.

(f) Nothing herein shall require an additional Cable System Drop to non-school municipal buildings which already have a Cable System Drop.

### **SECTION 3.5 – STANDBY POWER**

The Licensee shall maintain at least three (3) hours standby power at the headend facility, any sub-headend facilities, critical trunk areas, and fiber nodes. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply.

### **SECTION 3.6 – TREE TRIMMING**

In the installation, maintenance, operation and repair of the poles, cables wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall occur except upon a permit in writing from the Town Tree Warden or other person designated by the Department of Public

Works (or Highway Department if applicable), provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming, and in any event, shall be subject to local ordinances or by-laws, if any, with respect to tree-trimming on public or private property.

### **SECTION 3.7 – UNDERGROUND WIRING OF UTILITIES**

In areas of the Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. Licensee shall comply with all applicable state laws and regulations concerning Massachusetts "DIG-SAFE" requirements and laws and ordinances of general applicability concerning street openings and grants of locations. In the event Licensee is provided reasonable notice of the excavation or trenching of a public way for purposes of conduit and/or equipment installation, it shall be Licensee's obligation to locate its conduit and equipment in said excavation or trench where possible, and in any event to respond in writing to such notice within twenty-one days as to whether such underground conduit and equipment locations are possible.

### **SECTION 3.8 – PEDESTALS AND VAULTS**

In any cases in which vaults housing devices or pedestals are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be in accordance with applicable Public Works Department, or similar department, regulations or flush at ground level; provided, however, that Licensee may place devices, including amplifiers and line extenders in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for an underground permit, as may be authorized by the Town subject to requirements of general applicability. In any event, Licensee will comply with lawful Town ordinances or by-laws and regulations of general applicability with respect to the foregoing.

### **SECTION 3.9 – PRIVATE PROPERTY**

Licensee shall be subject to all laws, lawful ordinances or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable System at its sole cost and expense.

### **SECTION 3.10 – RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, surface, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as practicable, subject to the requirements of the Town's Department of Public Works or their designee. Such street restoration shall be in accordance with the generally applicable requirements of the Department of Public Works. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

### **SECTION 3.11 – COOPERATION WITH BUILDING MOVERS**

The Licensee shall, upon thirty (30) days written request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be in accordance with applicable law.

### **SECTION 3.12 – RELOCATION OF FACILITIES**

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street

construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

### **SECTION 3.13 – RELOCATION OF FIRE ALARMS**

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

### **SECTION 3.14 – CONTINUITY OF SERVICE**

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

### **SECTION 3.15 – CONSTRUCTION AND MAINTENANCE STANDARDS**

(a) The Licensee shall construct and operate a Cable System and render service to Subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall therefore be in conformance with, among other things, the applicable provisions of the National and Massachusetts Electrical Codes, the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division and the FCC. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

### **SECTION 3.16 – RIGHT OF INSPECTION**

(a) The Issuing Authority or its designee(s) shall have the right to inspect all new construction, new installation and/or new upgrade work in the public right-of-way performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times upon reasonable notice to Licensee except that inspection of cable wires in plain view on a Public Way shall not require any such notice. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

(b) Any such inspection(s) and or test(s) shall be at no charge to the Licensee, except for inspection and administrative fees on par with those charged to other users of the public way for inspections and the Town shall give reasonable prior notice of any inspections or tests to the Licensee. Licensee reserves the right to challenge the reasonableness of such costs.

### **SECTION 3.17 – 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, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right to do so at the sole cost and expense of Licensee, provided however that, wherever reasonably possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment, with said notice not being subject to the formal notice requirements of Section 8.6. Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable government program providing for reimbursement.

### **SECTION 3.18 – EMERGENCY AUDIO ALERT**

The Licensee shall provide an emergency audio alert system. This system will enable the Issuing Authority or his/her designee to gain access into the Cable System by using any touch-tone telephone to override channels on the subscriber network with the emergency telephone message, however, the Issuing Authority shall hold Licensee harmless for liability arising from the Issuing Authority's or Town's negligent or wrongful use of said emergency alert system. The Issuing Authority further acknowledges that in the event that Town of Dartmouth use of the Town emergency override causes an override of or interference with a national emergency alert, Licensee shall not be considered responsible for same. The audio alert shall be effective over the maximum number of channels that can be overridden through available equipment for such purposes. In addition, the Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.



## **ARTICLE 4**

### **RATES AND PROGRAMMING**

#### **SECTION 4.1 – RATES AND CHARGES**

(a) A price schedule for service and installation in effect as of the date of execution of this Renewal License is attached hereto as **Schedule 4.1**. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any subscription rate increases. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.

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

(c) The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

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

#### **SECTION 4.2 – BASIC BROADCAST SERVICE**

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

### **SECTION 4.3 – PROGRAMMING**

The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following Cable Services: 1) all broadcast stations required to be carried by federal law; and 2) Educational and Governmental (“EG”) Access channel(s) required by this Renewal License. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any significant programming network changes. Pursuant to the Cable Act, 47 U.S.C. 532 (b) (3), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee. As of the Effective Date of this Renewal License, the Licensee’s current channel line-up is set forth in **Schedule 4.3**.

### **SECTION 4.4 – PROGRAMMING TIERS**

(a) The initial programming and services offered by Licensee are listed in **Schedule 4.4**, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee’s sole discretion pursuant to applicable law.

(b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the Town, should such right be granted to the Town under applicable federal or state law in the future.

### **SECTION 4.5 – LEASED ACCESS**

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee. Upon request, Licensee shall provide interested persons and the Issuing Authority a copy of its current leased access policy with current rates and terms for commercial leased access.

#### **SECTION 4.6 – STEREO TV TRANSMISSIONS**

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

#### **SECTION 4.7 – CHANNEL LINEUP**

Licensee shall notify the Issuing Authority and Subscribers, 30 days in advance, of changes in programming services in accordance with applicable law, however, with respect to significant programming changes, newspaper notice shall not constitute reasonable notice to Subscribers and Subscribers shall receive written notice. For purposes of the foregoing, the parties shall define significant programming change as the addition of two or more program services or deletion of two or more program services. In the event the channel lineup has a significant program change during the term of the License, Licensee shall not less than once a year provide each Subscriber with an updated channel lineup.

#### **SECTION 4.8 – REMOTE CONTROLS**

Licensee shall allow Subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices, which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter.

## **ARTICLE 5**

### **EDUCATIONAL AND GOVERNMENTAL ACCESS AND CONTINUATION OF EXISTING INSTITUTIONAL NETWORK**

#### **SECTION 5.1 – EDUCATIONAL AND GOVERNMENTAL ACCESS**

Educational and Government (EG) Access Programming and facilities and equipment shall continue to be provided at a studio within the Town, serving educational, governmental and other Town based residents or organizations addressing needs of the community, pursuant to the provisions of this Article 5 and 47 U.S.C. s. 531.

#### **SECTION 5.2 –ACCESS TO THE CABLE SYSTEM**

(a) Educational and Government Access shall be subject to rules established by Dartmouth Community Television and such rules shall be subject to review and consent of the Issuing Authority.

(b) Dartmouth Community Television shall provide services to EG Access Users and the Town as follows:

- (1) Operate the access studio and facilities and schedule, operate and program the Educational and Governmental Access Channels as provided in accordance with this Article 5. Dartmouth Community Television's primary purpose and activity is the operation of EG cable television services;
- (2) Manage Dartmouth Community Television annual funding, pursuant to Section 5.3 and the terms herein;
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 5.4 herein;
- (4) Conduct ongoing outreach in order to produce EG Access;
- (5) Provide technical assistance and production services to EG Access Users;
- (6) Establish rules, procedures and guidelines (with consultation and consent of the Issuing Authority or its designee) for use of the Access Channels;

- (7) Provide publicity, fundraising, outreach, referral and other support services to EG Access Users;
- (8) Assist EG Access Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities;
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Access Channels, facilities and equipment as appropriate and necessary including development of and training in cable and related technologies useful to the Town, Schools and Council on Aging.

### **SECTION 5.3 - ANNUAL OPERATING FUNDS; ACCESS FUNDING**

(a) Annual operating payments by Licensee and other payments meeting the definition of franchise fees as set forth in 47 USC Section 542 shall, in combined total, not exceed, with respect to any calendar year, five percent (5%) of Licensee's Gross Annual Revenues.

(b) At the request of the Issuing Authority each recipient of funds under this Article 5 shall provide the Issuing Authority and Licensee, at least on an annual basis, an accounting of expenditures of such funds.

(c) On March 1<sup>st</sup>, 2004, Licensee shall provide Dartmouth Community Television an operating grant equal to four percent (4%) of its Gross Annual Revenues for the prior calendar Quarter (being October 1 through December 31, 2003), payable and calculated in the manner established as of the Effective Date of the Renewal License, with the foregoing payment to be provided to Dartmouth Community Television for disposition for access purposes. The operating grant shall be paid on the quarterly basis on June 1, September 1, December 1 and March 1 for the previous calendar quarter for the term of this Renewal License and as otherwise set forth in **Schedule 5.3(c)**. On October 1, 2005, the operating grant will be reduced to three and three quarters percent (3.75%) of its Gross Annual Revenue and payable on a quarterly basis as stated above. The first payment reflecting the 3.75% amount will be due on March 1, 2006.

(d) In no case shall the total annual payment be less than Two Hundred Twenty-Five Thousand Dollars (\$225,000.00). With respect to any annual payment due pursuant to this Renewal

License, if in any year the annual payment is less than \$225,000.00, Licensee shall pay Dartmouth Community Television the difference between the annual total and \$225,000.00 by December 1 of that year, based on the collections from the previous twelve month period beginning October 1 until September 30. Such difference, if any, shall be passed through to the Subscribers in the form of a franchise related cost and in accordance with applicable law.

#### **SECTION 5.4 - DARTMOUTH COMMUNITY TELEVISION AND CAPITAL FACILITIES PAYMENTS**

(a) Licensee shall make the following capital equipment and facilities payments for Dartmouth Community Television and Town of Dartmouth capital needs:

- |  |           |
|--|-----------|
| (1) Within 90 days of License Execution: | \$165,000 |
| (2) On or before July 1, 2005            | \$125,000 |
| (3) On or before July 1, 2009            | \$ 50,000 |
| (3) On or before July 1, 2011            | \$ 35,000 |

(b) Licensee shall provide origination capability to the existing Dartmouth Community Television Access Facility and shall provide three (3) Access channels on the Subscriber network. Licensee shall provide two (2) downstream channels on the Cable System for Education and Government Access and Dartmouth Community Television use and shall provide upstream capacity for said channels as detailed further herein. Licensee shall also continue to provide equipment at the Access Facility capable of receiving and processing originations from the remote origination points and routing them directly, or indirectly through the Access Facility's video switcher, to the Headend for further downstream distribution on the Subscriber network.

(c) Up to Thirty Thousand Dollars (\$30,000.00) of the funds provided under clause (a) may be used for Town cable access, Town cable administration and Town cable related costs as determined by the Issuing Authority.

## **SECTION 5.5 - GOVERNMENT ACCESS CHANNEL**

Licensee shall provide one (1) downstream municipal access channel on the Subscriber network (which shall count toward the three (3) channels provided pursuant to **Section 5.4(b)**) to the Issuing Authority for Governmental Access, for use as determined by the Issuing Authority. Dartmouth Community Television shall continue to manage such Government Access channel, unless otherwise directed by the Issuing Authority. Licensee shall provide a dedicated Upstream Channel for the Government Access channel to the Issuing Authority so that programming may originate from a designated location in Dartmouth Town Hall.

## **SECTION 5.6 - SYSTEM DESIGN**

Licensee shall maintain headend equipment to process the upstream signals from the Access Facility and to place such signals on the designated Educational, and Government Access Channels. Dartmouth Community Television will, however, be responsible for scheduling and transmitting of access programming on these channels. Licensee shall not be responsible for the quality of the upstream signal prior to origination. Licensee shall continue to provide and maintain, and replace if necessary, the access channel video modulators and demodulators as provided by Licensee as of the Effective Date of this Renewal License.

## **SECTION 5.7 - SYSTEM MAINTENANCE OF CHANNELS**

Licensee shall monitor the Educational and Government Access channels for technical quality and shall ensure that they are maintained at standards equal to those which apply to the cable system's commercial channels; provided, however, that this section shall not require Licensee to guarantee the technical quality of access users' productions. Upon an Issuing Authority finding of significant signal quality problems, if any, Licensee and Dartmouth Community Television shall investigate and report on same within 25 days of Issuing Authority request. If both parties found significant signal quality problems Licensee and/or Dartmouth Community Television shall take reasonable steps to rectify same, if any.

## **SECTION 5.8 - MISCELLANEOUS ACCESS MATTERS**

(a) Consistent with the current underwriting standards for Public Broadcasting System non-commercial television stations, notices of support and underwriting may be permitted within or adjacent to access programs and revenues for same may be used for local access productions, however, the foregoing underwriting, if any shall not be the responsibility of the Issuing Authority or Licensee, and any access producer benefiting from such underwriting shall be responsible for handling of same.

(b) The Cable System shall be capable of access cablecasting from the studio and other I-Net sites as listed in **Schedule 5.10** attached hereto. Each access channel shall have the ability to transmit upstream to the headend via an I-Net upstream channel.

(c) Licensee and the Issuing Authority, or its designees, shall meet from time to time, upon the request of either party, to discuss and cooperatively implement the terms hereof.

(d) The Licensee shall comply with all regulations of the FCC regarding the rate treatment of Franchise Related Costs as applied by the Division. In addition to any amounts which are to be excluded from rate pass-through in accordance with said FCC and Division rules, an additional Twenty Five Thousand Dollars (\$25,000) of capital payments under this Article 5 shall be excluded from such rate pass-through.

(e) Equipment allocated to the community studio shall be owned and maintained by Dartmouth Community Television. With respect to educational access, Licensee shall continue to process access signals to downstream access channels at no charge to the Town.

(f) Should Licensee fail to timely make any payment under this **Article 5**, and should such failure continue for a period of fifteen (15) days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America plus two percent. Payment of this interest charge shall not preclude any other remedy available to the Issuing Authority under applicable law.

(g) Licensee shall provide the Town the capability to override the Dartmouth Government Access Channel with programming from the New Bedford Government Access Channel. The Town



is responsible for initiating the override by seven (7) days advance written notification to Licensee. Should Licensee provide automation of such override, Town will not be required to provide seven days advance notification. The Town shall be responsible for all overrides initiated by the Town without advance notice and shall hold Licensee harmless and indemnify Licensee from all occurrences and consequences resulting from the overrides.

(h) Educational and Governmental Access programming from Dartmouth Community Television may be retransmitted over the access channels of other licensees within the Town, if any. However, no programming produced under the provisions of this **Article 5** shall be commercially distributed by DCTV to a competing Multichannel Video Programming Distributor or other cable television licensees without the consent of the Licensee. Such retransmission of Educational and Governmental Access programming is contingent on the Licensee and any other licensee in the Town with whom such programming would be shared reaching agreement on their respective responsibilities for the costs of constructing and operating the interconnection.

(i) Licensee shall, subject to the following, continue to provide automated playback and scheduling of Public Access programming on a Public Access Channel, but not production of such programming, provided such programming is provided by Dartmouth residents or provided by Dartmouth-based organizations in the format of an SVHS videotape and submitted to Licensee's facility located at 630 Mt. Pleasant Street, New Bedford, MA. Licensee shall be responsible for continuing such playback through the later of (1) July 5, 2005 or (2) so long as the Pleasant St., New Bedford facility continues to have technical staff reasonably capable of handling the aforesaid playback; however, Licensee shall in any event provide ninety (90) day prior written notice to the Issuing Authority and to DCTV before discontinuing said playback.

(j) In the event Licensee provides notice as set forth in 5.8(i) above, and the Town then gives Licensee notice that New Bedford Cable Access will assume responsibility for such Public Access Programming playback, Licensee shall continue to provide transmission capabilities for the playback at its headend facilities, for transmission to the Dartmouth Cable System, and Licensee will provide upstream transmission from said New Bedford Cable Access facility to Licensee's headend facilities. In the event of such transfer of playback responsibilities from Licensee to New

Bedford Access, Licensee shall provide the Issuing Authority or its designee Five Thousand Dollars (\$5,000) for purchase and installation of the playback equipment used to play back Dartmouth Public Access Programming, with no rate pass-through for same.

(k) In the event Licensee provides notice as set forth in 5.8(i) above, and the Town then gives Licensee notice that an entity or party other than New Bedford Access will assume responsibility for such Public Access Programming playback, Licensee shall continue to provide transmission capabilities at its headend facilities for transmission to the Dartmouth Cable System, and Licensee will provide upstream transmission to its headend facilities, subject to said facility being along the route of the I-Net or subject to said facility otherwise having an existing upstream path to Licensee's headend. In consideration of the transfer of playback responsibilities from Licensee to another party as may be designated by the Issuing Authority, Licensee shall provide the Issuing Authority or its designee Five Thousand Dollars (\$5,000) for purchase and installation of the playback equipment used to play back Dartmouth Public Access Programming, with no rate pass-through for same.

## **SECTION 5.9 - TRANSITION**

(a) Licensee agrees to "grandfather," that is to continue or not to remove, as applicable, any local production and I-Net equipment or facilities actually provided as of the Effective Date of this Renewal License, except where such removal of equipment or facilities is necessary for technical or safety reasons, or is replaced by equipment with equivalent capability, or as otherwise consented to by the Issuing Authority. Notwithstanding any omission to expressly assign title or ownership of equipment to the Issuing Authority, if by any prior license or prior agreement title and ownership of any particular access equipment or facilities has been or was required to be assigned to the Issuing Authority, the Dartmouth Public Schools or other municipal agency, nothing in this License shall rescind such assignment of title or ownership to the Issuing Authority, Dartmouth public schools or other municipal agency. This clause does not require replacement of anything in this License except as expressly provided in this License.

## **SECTION 5.10 – INSTITUTIONAL NETWORK (“I-NET”)**

Licensee shall, through the term hereof, continue to maintain and operate at no charge to the town the existing Broadband Fiber Institutional Network (“I-Net”). Said I-Net shall be capable of transmitting composite video, audio and data transmissions from and among the municipal buildings identified in Schedule 5.10 attached hereto and made a part herein.

(a) The Licensee shall maintain an I-Net as prescribed by FCC Rules and Regulations, 47 C.F.R. 76. The foregoing being applicable to video but not data, Licensee shall maintain the I-Net for data transmissions in accordance with reasonable data standards.

(1) The Licensee shall determine and assign the transmit and receive frequencies for all I-Net users, with reasonable consultation with the Town’s designee. The Licensee shall maintain the correct signal strength levels necessary at each location identified in Schedule 5.10 of this renewal license.

(2) Unless otherwise provided herein, the Town and its designated I-Net users shall be solely responsible for any and all user terminal equipment including, but not limited to, modems, routers, bridges, modulators and associated computer and video equipment, however, Licensee shall be responsible for providing and maintaining all modulators and demodulators supporting Educational and Governmental Access video channels. Licensee will also be responsible for providing and maintaining the underlying I-Net fibers, optical transmitting and receiving electronics (including common circuits and power supplies). If needed, Licensee shall maintain and replace the existing two modulators and demodulators now in use for access channels. 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 an Access Channel.

(3) The Town shall continue to provide the Licensee with appropriate space for the I-Net Hub site within the town hall.

(4) The I-Net shall be operated and maintained, at a minimum, in compliance with applicable FCC technical Specifications and as otherwise set forth herein. 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 of other user, the Licensee shall use its best efforts to resolve the technical problem as soon as practicable. 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 by Licensee of the I-Net, if applicable.

(5) For the term of this Renewal License, the Licensee shall hold all rights and title in the I-Net but shall provide the Town with exclusive 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.

(b) The Licensee shall maintain one (1) existing I-Net Drop and outlet at no charge to each of the municipal buildings identified in **Schedule 5.10**, except that each Town Hall Floor shall have one such existing I-Net outlet (except that the Third Floor shall have two existing outlets) so long as said I-Net drops are within 200 feet of the Town Hall I-NET hub.

(c) Additional or relocated I-Net Drops, if any, in excess of the existing noted above shall be installed by the Licensee subject to payment by the Town of the Licensee's actual costs for time and materials. Any new or relocated location of I-Net outlets shall be determined jointly by the Licensee and the Issuing Authority, or its designee. The Licensee shall discuss the location of each outlet with the appropriate officials in each I-Net building(s), prior to the installation of such outlet. The Issuing Authority shall designate such officials in writing to the Licensee.

(d) Upon request of the Issuing Authority, the Licensee may extend the I-Net to include additional sites and/or buildings. Said extensions shall be subject to payment by the Town of the Licensee's actual costs for time and materials.

(e) The Licensee shall not externalize, line-item and/or otherwise pass through the costs of constructing the original I-net to the sites listed in **Schedule 5.10** in the rates for the Basic Service Tier to Dartmouth Subscribers during this Renewal. The Licensee may recover the costs of extending the I-net to the new High School under subsection (d) above in the rates for the Basic

Service Tier on an amortized basis over the term of the renewal with a return on the unamortized balance in accordance with the FCC's rate regulations. The Town shall reimburse the Licensee for the costs of labor and materials for all other new I-net drops or extensions. The Town shall continue to have free use of the I-Net in accordance with the terms hereof during the renewal term of the franchise.

## **ARTICLE 6**

### **SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **SECTION 6.1 - CUSTOMER SERVICE**

(a) The Licensee shall maintain a publicly listed, toll free, customer service number for the general purpose of serving customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The Licensee further agrees to maintain and operate an office as set forth below.

(b) Licensee shall maintain and operate a business office in the Town of Dartmouth or another contiguous community for general purposes including accepting payments and receiving and resolving all complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The business office shall have a publicly listed local telephone number and shall be open during Normal Business Hours.

#### **SECTION 6.2 – TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS**

(a) Licensee shall maintain a call center, with trained customer service personnel, to receive and log service calls and complaints.

(b) In the event that the Licensee does not maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, 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, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

(c) Licensee's employees shall be informed how to respond in case of emergencies requiring standby technicians. Licensee shall call on standby personnel when it is evident that the complaints received are indicative of a problem affecting three (3) or more Subscribers.

(d) Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as **Schedule 6.2.**

(e) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined in said 47 CFR 76.309, telephone answer time by a customer service 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. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(f) A Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(g) Upon a written request of the Issuing Authority, the Issuing Authority and Licensee shall conduct a telephone response analysis with respect to Licensee's meeting the standards in this **Section 6.2**, unless Licensee otherwise clearly documents that the Licensee's telephone lines are accessible to Subscribers as required herein.

## **SECTION 6.3 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall provide Cable Service(s), for new installations, to Dartmouth residents who request Service within seven (7) calendar days of said request, however the foregoing shall not be applicable in the event Subscriber cannot schedule an installation within said seven business day period or for a non-standard or customized installation.

(b) In arranging appointments for either Cable Television installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of a four-hour time block during Normal Business Hours. The Licensee may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the customer. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the

Licensee to contact the customer. The appointment shall be rescheduled, as necessary, at a time that is convenient for the customer including the next available time.

(c) A Subscriber complaint or request for service received during or after Normal Business Hours, as defined by the FCC's customer service standards, shall be acted upon the next business morning.

(d) 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.

(e) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

#### **SECTION 6.4 – MINIMUM SUBSCRIBER INFORMATION**

In accordance with applicable regulations, 207 CMR 10.00, attached and incorporated herein, Licensee will provide all prospective Subscribers with complete, clear and concise written information prior to or at the time of initial installation of Cable Service. Such materials shall clearly disclose the price and other information concerning Licensee's lowest cost service (Broadcast Basic Service). Such information shall include but not be limited to the following:

(a) Notification of All Services, Rates and Charges: All services, rates and charges, including but not limited to deposits, if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges;

(b) Notification of its Billing Practices: Complete written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service;



(c) Information concerning utilization of VCRs or functionally similar Personal Recording Devices with Cable Service(s), including the cost for hooking up VCRs and any other associated VCR costs or charges;

(d) Information concerning the availability of A/B switches and parental control devices;

(e) Information concerning the Licensee's privacy policies, pursuant to State and federal law;

(f) Information concerning steps to take in the event of loss of service;

(g) Information concerning pay-per-view ordering from the home;

(h) Form of Bill;

(i) Advance Billing, Issuance of Bills;

(j) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

(k) Charges for Disconnection or Downgrading of Service;

(l) Billing Disputes; and,

(m) Service Interruptions.

In accordance with applicable law, the same information shall be provided annually to existing Subscribers and should be available from customer service representatives upon request over the phone or in person.

## **SECTION 6.5 – PARENTAL CONTROL**

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

## **SECTION 6.6 – BILLING AND TERMINATION PROCEDURES**

Licensee will comply with the regulations of the Division, 207 CMR 10.00 et. seq., as those regulations may be amended from time to time, and will inform all prospective Subscribers of complete information about rates and charges for different levels of services and service calls,

billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service. (See **Schedule 6.6** attached hereto.)

#### **SECTION 6.7 – VOLUNTARY DISCONNECTION OF SERVICE**

Subscribers who request full disconnection of Cable Service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a Subscriber. A Subscriber who requests full disconnection of Cable Service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate. Subscribers may be charged for unreturned equipment.

#### **SECTION 6.8 – BILLING DISPUTES**

In the event of a bona fide billing dispute, Licensee will resolve each dispute within thirty (30) working days of receiving notification from the Subscriber. The Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

#### **SECTION 6.9 – PROTECTION OF SUBSCRIBER PRIVACY**

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

(b) Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

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

#### **SECTION 6.10 – PRIVACY**

Upon the installation of Cable Service(s) to a new Subscriber, and annually thereafter to all Cable System Subscribers, Licensee shall provide a comprehensive written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing Licensee's policy for the protection of Subscriber privacy. In addition, Licensee and its agents or employees shall not disclose to any third party a Subscriber's name or address without obtaining affirmative consent of the individual Subscriber to the extent required by law. Any such disclosure shall be in accordance with 47 USC 631.

#### **SECTION 6.11 – POLLING BY CABLE**

No poll or other upstream response of a Subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

## **SECTION 6.12 – INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits, internet usage or subscription package decisions of any individual Subscriber except as required by law.

## **SECTION 6.13 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(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 Licensee’s Manager of Government Relations.

## **SECTION 6.14 – MONITORING**

Neither Licensee or its agents nor the Town or its agents shall tap or 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 commercial use; provided, however, that Licensee may conduct system wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between a Subscriber or commercial use and any third party,

except as required for lawful business purposes Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

#### **SECTION 6.15 – EMPLOYEE IDENTIFICATION CARDS**

All of Licensee's employees, including repair and sales personnel, entering private property must have visible employee photo-identification card.

#### **SECTION 6.16 – TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS**

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this License.

#### **SECTION 6.17 – NON-DISCRIMINATION**

Licensee shall not unlawfully discriminate against any person in its solicitation, service or access activities, if applicable, 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. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

#### **SECTION 6.18 – MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS**

In the event the Licensee surveys the Dartmouth Subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary.

## **ARTICLE 7**

### **LICENSE ADMINISTRATION**

#### **SECTION 7.1 – REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee (in accordance with Section 9.1). Licensee will notify the Issuing Authority's designee, currently the Cable Television Agent, of any material changes contemplated for the delivery of service in Dartmouth.

#### **SECTION 7.2 – INDEMNIFICATION**

The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable to be installed pursuant to the License or exercise of any of its rights under this License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings.

#### **SECTION 7.3 – INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any renewal period pursuant to G.L.c. 166A, Section 5(f) with the Town as a named insured (or listed insured so long as listed status does not affect substantive rights of Town available as a named insured) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction,

installation, operation, maintenance or removal of its Cable System or cable-related activity. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days written notice prior to any cancellation.

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

#### **SECTION 7.4 – PERFORMANCE BOND**

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the Town in the sum of Twenty-five Thousand Dollars (\$25,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

#### **SECTION 7.5 – SERVICE INTERRUPTIONS**

In the event that the Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a credit, on a daily basis, in accordance with applicable state and federal law.

#### **SECTION 7.6 – PERFORMANCE EVALUATION SESSIONS**

The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing



Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee.

#### **SECTION 7.7 – NON-PERFORMANCE BY THE LICENSEE**

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

#### **SECTION 7.8 – LICENSE FEE ENTITLEMENT**

(a) Subject to applicable law, Licensee shall, on or before March 15<sup>th</sup> of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of Subscribers, for purposes of this Section, shall be calculated on the last day of each year.

(b) In accordance with applicable law, the Issuing Authority may require, if requested in writing by the Issuing Authority, the advance payment (by Licensee) of not more than Fifteen Thousand Dollars (\$15,000), adjusted for the time value of money, of the License fees due under subsection (a) above or funds owing under **Article 5**, to be payable to the Town or a designee of the Town for access development or cable administration or related purposes. The foregoing \$15,000 may only be exercised once during the term of this Renewal License, with ninety (90) days advance prior written notice.

#### **SECTION 7.9 – SUBSCRIBER AND USER COMPLAINTS**

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints

which it receives. The Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

#### **SECTION 7.10 – SUBSCRIBER COMPLAINT REPORT**

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Should the Division eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

#### **SECTION 7.11 – INDIVIDUAL COMPLAINT REPORTS**

Licensee shall, within twenty-one (21) days after receiving an Issuing Authority request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

#### **SECTION 7.12 – QUALITY OF SERVICE**

(a) Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

(b) The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the Town and Licensee, who is not an employee or agent of the Licensee or the Town. Licensee shall pay for the costs of said engineer only if the tests performed show that Licensee is not in compliance with the standards set forth in **Section 3.15** (Construction and Maintenance Standards) herein.

### **SECTION 7.13 – SERVICE INTERRUPTION REPORT**

Licensee shall submit, on a form prescribed by the Division, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in **Section 7.9** (Subscriber and User Complaints) herein.

### **SECTION 7.14 – FINANCIAL REPORTS**

The Licensee shall furnish the Issuing Authority and/or its designee(s), no later than March 15<sup>th</sup> of each year, a Statement of Gross Annual Revenues attributable to Dartmouth, including:

(i) All Subscriber Cable Service revenues, including but not limited to, Basic service charges, pay programming charges, pay-per-view revenues, installation revenues (including reconnection, second set, etc.), cable service equipment charges, advertising revenues, leased access revenues, home shopping services revenues and any other revenues within the definition of Gross Annual Revenues as set forth in Article 1 above with reasonable itemization.

(ii) Any other reports required by State and/or federal law pertaining to its gross revenues.

### **SECTION 7.15 – NUMBER OF SUBSCRIBERS**

Licensee shall file annually with the Issuing Authority a report containing the number of Subscribers, which may be included as part of the annual franchise fee payment under MGL ch. 166A, s.8.

### **SECTION 7.16 – LINE EXTENSION REPORT**

The Issuing Authority may require Licensee to submit a report detailing the areas in the Town in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

#### **SECTION 7.17 - NON-EXCLUSIVITY OF REMEDY**

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

#### **SECTION 7.18 – REVOCATION OF RENEWAL LICENSE**

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L.c. 166A, Section 4, or any other rights available to the Licensee.

#### **SECTION 7.19 – CABLE AGENT**

The Issuing Authority may appoint a Cable Television Agent and delegate to said Agent such functions as are lawful and customary.

#### **SECTION 7.20 – INVESTIGATION**

Subject to applicable law and regulation, the Licensee 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 obligations pursuant to this Renewal License.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

#### **SECTION 8.1 – LICENSE AS A CONTRACT UNDER SEAL**

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Dartmouth, on the other hand.

#### **SECTION 8.2 – ENTIRE AGREEMENT**

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

#### **SECTION 8.3 – CAPTIONS**

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

#### **SECTION 8.4 – SEVERABILITY**

If any section, sentence, paragraph, term or provision of this 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 thereof, all of which shall remain in full force and effect for the term of this License.

#### **SECTION 8.5 – FORCE MAJEURE**

If for any 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. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

## **SECTION 8.6 – NOTICES**

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Select Board, Dartmouth Town Hall, 400 Slocum Road, Dartmouth, MA 02747, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Relations, Licensee, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Vice President of Government Relations, Licensee, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.

## **SECTION 8.7 – REMOVAL OF ANTENNAS**

Licensee shall not remove any television antenna of any Subscriber but shall, offer to said Subscriber and maintain an adequate switching device to allow said Subscriber to choose between cable and non-cable television reception.

## **SECTION 8.8 – SUBSCRIBER TELEVISION SETS**

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

## **SECTION 8.9 – COST OF PUBLICATION**

Licensee shall, upon request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute, a maximum of ten (10) copies of the License.

## **SECTION 8.10 – JURISDICTION**

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, 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 arising in connection with the entry of such judgment.

**ARTICLE 9**  
**DETERMINATION OF BREACH-LIQUIDATED DAMAGES-**  
**LICENSE REVOCATION**

**SECTION 9.1 – 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 the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice either to:

(a) respond to the Issuing Authority in writing and such response may contest the Issuing Authority's assertion of default and in any event shall provide such information or documentation as may be necessary to support the Licensee's position or provide the Issuing Authority with necessary information; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at 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 the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his or her designee(s) shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such



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

- (i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) assess liquidated damages in accordance with the schedule set forth in Section 9.2 below;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to **Section 9.2** herein;
- (v) declare the Renewal License to be revoked subject to **Section 9.3** below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

## **SECTION 9.2 - LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to **Section 9.1** 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 9.1(c)** above.

- (1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Article 3 herein, Two Hundred Fifty Dollars (\$250.00) 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 Article 5 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.
- (3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Article 2 herein, Seven Hundred Fifty Dollars (\$750.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the EG Access Programming and equipment provisions in accordance with the timelines in Article 5 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 6.2 infra, and **Schedule 6.2** attached hereto, Two Hundred Fifty Dollars (\$250.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or Institutional Network Drops and/or Outlets in accordance with **Article 3** herein and/or **Schedule 5.10** attached hereto, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit required reports, pursuant to **Article 7** herein, or failure to respond to notices where response is required under the License, One Hundred Dollars (\$100.00) per day per report, or failure to respond to each notice, that each and any of said reports or responses are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(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 9.3 - 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 the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

#### **SECTION 9.4 - TERMINATION**

The termination of the 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 9.1** and **9.3** 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, however such abandonment is not permitted without Issuing Authority approval; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License. In the event of termination the Town and Licensee shall in addition have all of the post-termination rights set forth in this Renewal License or applicable law.

#### **SECTION 9.5 - NO WAIVER-CUMULATIVE REMEDIES**

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town to exercise, and no delay in exercising, any right in the 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 the Renewal License.

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

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

**SIGNATURE PAGE**

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 2003.

**Approved as to form:**

\_\_\_\_\_  
**William August, Esq.**

**TOWN OF DARTMOUTH**  
**By:**

\_\_\_\_\_  
**Selectmen**

\_\_\_\_\_  
**Selectmen**

\_\_\_\_\_  
**Selectmen**

\_\_\_\_\_  
**Selectmen**

\_\_\_\_\_  
**Selectmen**

**COMCAST OF SOUTHERN NEW**  
**ENGLAND, INC.,**  
**By:**

\_\_\_\_\_  
**By: Kevin Casey**  
**Senior Vice President**  
**New England Region**

**SCHEDULE 4.1**

**INITIAL RATES**

*See the following pages.*

### **SCHEDULE 4.3**

#### **BROAD CATEGORIES OF PROGRAMMING**

The Licensee shall provide the following broad categories of Programming:

- + New Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming
- + Local Programming

## SCHEDULE 4.4

### INITIAL PROGRAM SERVICES

| Dartmouth, MA Channel Lineup |                                 |         |      |                                     |         |
|------------------------------|---------------------------------|---------|------|-------------------------------------|---------|
| Ch #                         | Service                         | Tier    | Ch # | Service                             | Tier    |
| 2                            | WGBH2 (PBS)                     | BBT     | 43   | Headline News (CNN2)                | E-Basic |
| 3                            | CN8                             | BBT     | 44   | CSPAN1                              | E-Basic |
| 4                            | WBZ4 (CBS)                      | BBT     | 45   | CSPAN2                              | E-Basic |
| 5                            | WCVB5 (ABC)                     | BBT     | 46   | CNBC                                | E-Basic |
| 6                            | WLNE6 (ABC)                     | BBT     | 47   | Weather Channel                     | E-Basic |
| 7                            | WHDH7 (NBC)                     | BBT     | 48   | ESPN Classic                        | E-Basic |
| 8                            | NECN (New England Cable News)   | E-Basic | 49   | ESPN1                               | E-Basic |
| 9                            | Public Access                   | BBT     | 50   | ESPN2                               | E-Basic |
| 10                           | WJAR10 (NBC)                    | BBT     | 51   | NESN (New England Sports Network)   | E-Basic |
| 11                           | WLVI56 (WB)                     | BBT     | 52   | Fox Sports Net - New England (FSNE) | E-Basic |
| 12                           | WPRI12 (CBS)                    | BBT     | 53   | Univision                           | E-Basic |
| 13                           | WFXT25 (FOX)                    | BBT     | 54   | Food Network                        | E-Basic |
| 14                           | WSBK38 (UPN)                    | BBT     | 55   | TNN (The National Network)          | E-Basic |
| 15                           | WPXQ69 (PAX)                    | BBT     | 56   | EWTN/INSP/BCTV                      | E-Basic |
| 16                           | WGBX44 (PBS)                    | BBT     | 57   | Bravo                               | E-Basic |
| 17                           | DCTV                            | BBT     | 58   | History Channel                     | E-Basic |
| 18                           | DCTV                            | BBT     | 59   | AMC (American Movie Classics)       | E-Basic |
| 19                           | WSBE36 (PBS)                    | BBT     | 60   | Cartoon Network                     | E-Basic |
| 20                           | Portuguese Channel              | BBT     | 61   | Comedy Central                      | E-Basic |
| 21                           | WLWC28 (IND)                    | BBT     | 62   | Sci Fi                              | E-Basic |
| 22                           | WNAC64 (FOX)                    | BBT     | 63   | Animal Planet                       | E-Basic |
| 23                           | WWDP46                          | BBT     | 64   | TV Land                             | E-Basic |
| 24                           | Disney                          | E-Basic | 65   | Outdoor Life                        | E-Basic |
| 25                           | Nickelodeon                     | E-Basic | 66   | Travel Channel                      | E-Basic |
| 26                           | ABC Family                      | E-Basic | 67   | BET                                 | E-Basic |
| 27                           | Court TV                        | E-Basic | 68   | Game Show Network                   | E-Basic |
| 28                           | MTV                             | E-Basic | 70   | HSN                                 | BBT     |
| 29                           | VH-1                            | E-Basic | 71   | QVC                                 | E-Basic |
| 30                           | fX                              | E-Basic | 72   | HBO                                 | Premium |
| 31                           | TBS (Turner Broadcast Station)  | E-Basic | 73   | HBO Plus                            | Premium |
| 32                           | HGTV (Home & Garden)            | E-Basic | 74   | HBO Signature                       | Premium |
| 33                           | TNT (Turner Network Television) | E-Basic | 75   | Cinemax                             | Premium |
| 34                           | E! (Entertainment Television)   | E-Basic | 76   | STARZ!                              | Premium |
| 35                           | USA                             | E-Basic | 77   | Encore                              | Premium |
| 36                           | Lifetime Television             | E-Basic | 78   | IN1                                 | PPV     |
| 37                           | A&E (Arts & Entertainment)      | E-Basic | 79   | TMC (The Movie Channel)             | Premium |
| 38                           | TLC (The Learning Channel)      | E-Basic | 85   | HBO Family                          | Premium |
| 39                           | Discovery                       | E-Basic | 95   | Access                              | BBT     |
| 40                           | RTPi                            | E-Basic | 96   | MSNBC                               | BBT     |
| 41                           | Fox News                        | E-Basic | 99   | Showtime                            | Premium |
| 42                           | CNN                             | E-Basic |      |                                     |         |

### SCHEDULE 5.3(c)

#### SCHEDULE OF PAYMENTS

| <b>Calendar Quarter</b> | <b>Scheduled Payment Date</b> |
|-------------------------|-------------------------------|
| Q3 2003                 | December 1, 2003 – 3% *       |
| Q4 2003                 | March 1, 2004 – 4% **         |
| Q1 2004                 | June 1, 2004 – 4% **          |
| Q2 2004                 | September 1, 2004 – 4% **     |
| Q3 2004                 | December 1, 2004 – 4% **      |
| Q4 2004                 | March 1, 2005 - 4% **         |
| Q1 2005                 | June 1, 2005 - 4% **          |
| Q2 2005                 | September 1, 2005 - 4% **     |
| Q3 2005                 | December 1, 2005 - 4% **      |
| Q4 2005                 | March 1, 2006 – 3.75% ***     |

With respect to any annual payment due pursuant to this Renewal License, the above quarterly schedule shall continue, and conclude as set forth below.

| <b>Calendar Quarter</b> | <b>Scheduled Payment Date</b> |
|-------------------------|-------------------------------|
| Q4 2013                 | March 1, 2013 – 3.75% ***     |
| Q1 2013                 | June 1, 2013 – 3.75% ***      |
| Q2 2013                 | September 1, 2013 – 3.75% *** |
| Q3 2013                 | December 1, 2013 – 3.75% ***  |

\* Due under previous License

\*\* In accordance with Section 5.3 (d) the payments shall be the greater of 4% or \$225,000.

\*\*\* In accordance with Section 5.3 (d) the payments shall be the greater of 3.75 or \$225,000.



**SCHEDULE 5.10**

**BUILDINGS CONNECTED TO THE INSTITUTIONAL NETWORK**

|                                       |                               |
|---------------------------------------|-------------------------------|
| <b>Dartmouth Town Hall</b>            | <b>400 Slocum Rd.</b>         |
| <b>Dartmouth High School</b>          | <b>555 Bakerville Rd.</b>     |
| <b>Dartmouth Middle School</b>        | <b>366 Slocum Rd.</b>         |
| <b>Dartmouth Elementary School</b>    | <b>529 Hawthorn St.</b>       |
| <b>School Administration Building</b> | <b>8 Bush St.</b>             |
| <b>DeMello Elementary School</b>      | <b>654 Dartmouth St.</b>      |
| <b>Cushman Elementary School</b>      | <b>746 Dartmouth St.</b>      |
| <b>Potter Elementary School</b>       | <b>185 Cross Rd.</b>          |
| <b>Gidley Elementary School</b>       | <b>1390 Tucker Rd.</b>        |
| <b>Council on Aging</b>               | <b>628 Dartmouth St.</b>      |
| <b>Main Public Library</b>            | <b>732 Dartmouth St.</b>      |
| <b>Dartmouth Police Station</b>       | <b>249 Russells Mills Rd.</b> |

## **SCHEDULE 6.2**

### **FCC CUSTOMER SERVICE OBLIGATIONS**

*See the following pages.*

## **SCHEDULE 6.6**

### **207 CMR 10.00**

#### **BILLING AND TERMINATION OF SERVICE**

##### **10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) 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.
- (3) At least 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.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

##### **10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 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.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all 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, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (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) 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 service 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.

#### **10.03: Form of Bill**

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

- (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (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 dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any prior balance due;
  - (f) 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 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) 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.

#### **10.04: 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.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (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.

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

- (1) Subscriber payment is due 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 mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (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 eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent 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 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

**10.06: 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 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.

**10.07: 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 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

- (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 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 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. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

**10.08: Security Deposits**

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

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