

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF EAST BRIDGEWATER

CABLE TELEVISION RENEWAL LICENSE  
ISSUED TO MEDIAONE OF MASSACHUSETTS, INC.

DECEMBER 3, 1999

## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.1 - DEFINITIONS**

For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning.

When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

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

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 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 video programming which Licensee may make available to subscribers generally.

Cable Communications System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

CMR: Code Massachusetts Regulations.

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

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

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

Educational Access: Any specific channel on the Cable System which has been allocated for use by educational organizations and institutions in the Town of East Bridgewater, and the use thereof, to present non-commercial educational programming or information as determined by the School Department, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: December 3, 1999.

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

Government Access: Any specific channel on the Cable System which has been allocated for use by the Town of East Bridgewater, the Issuing Authority or their designee(s), and the use thereof, to present non-commercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues or Gross Revenues: Compensation, in whatever form, exchange or otherwise, received by Licensee which is derived from all revenues for the provision of cable service on the Cable System within the Town of East Bridgewater, defined to include subscriber cable service charges, installation revenues (including, among other things, reconnection and second set), equipment charges, advertising revenues as prorated to include those attributable to

the East Bridgewater Cable System, leased access revenues, home shopping revenues and any other revenues from the operation of the cable television system in the Town of East Bridgewater; provided, however, that gross annual revenues shall not include (1) to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, returned checks and asset sales when such sales do not occur in the ordinary course of business and (2) revenues from telecommunications services to the extent the Cable Act as amended excludes such revenues from federal fee calculations. Licensee shall include Cable Modem or Internet revenues within Gross Revenues unless the Congress, F.C.C. or Courts rule that such revenues are within telecommunications services not permitted to be counted in such gross revenue calculations.

Issuing Authority: The Board of Selectmen of the Town of East Bridgewater, Massachusetts.

Leased 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: MediaOne of Massachusetts, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

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 basic service and other regulated tiers.

Prior License: The Cable Television License in effect prior to the execution of this Renewal License, for the period December 3, 1984 through midnight December 2, 1999 originally issued to Continental Cablevision of Massachusetts, Inc.

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

Public Access: Any specific channel on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access (“PEG Access”): The right or ability of any East Bridgewater residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and 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, dedicated and compatible public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned 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.

Standard Service Package - A combination of cable service tiers, consisting of the Basic Broadcast tier and Cable Programming Service tiers, as those tiers are defined by the FCC, 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 reconstruction of the Cable Communications System.

Town: The Town of East Bridgewater, Massachusetts.

Upstream Channel: A channel over which signals travel over the Cable System 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 Board of Selectmen, 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 Communications System within the corporate limits of the Town of East Bridgewater.

#### **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 Communications System in, under, over, along, across or upon the Public Ways of the Town of East Bridgewater 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, cable modem services and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

#### **Section 2.3 - 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 in compliance with and subject to federal, state and municipal law in force and effect during the period for which this License is granted. Any reference herein to federal, state and municipal laws, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

#### **Section 2.4 - 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 December 3, 1999, following the expiration of the current license, and shall terminate at midnight on December 2, 2009.

#### **Section 2.5 - 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, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, 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 therefor as provided by the FCC as applicable or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee and transferor and transferee shall otherwise comply with said FCC application form requirements.

(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 an original and four (4) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law.

(d) Reasonable Town administrative or legal costs up to One Thousand Two Hundred Fifty Dollars (\$1,250.00) incurred by the Issuing Authority in connection with the review of such

application and with the transfer process shall be reimbursed by the Licensee transferee, however, the foregoing shall exclude costs in connection with the license transfer from MediaOne to AT&T.

## **Section 2.6 - NON-EXCLUSIVITY OF LICENSE**

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

(b) Any additional issuance of a cable license or Open Video System permit granted by the Issuing Authority shall be issued with burdens, privileges and obligations substantially equivalent to those in this License, taking into consideration such differential factors as are equitable for determining substantial equivalency.

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

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage with material economic injury as a result of a competing multichannel video programmer operating in the Town, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable such that commercial impracticability proceedings and rights will be available, however, the parties shall first negotiate in good faith possible license modifications such that Licensee and such competitor may be on a level playing field. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage and material economic injury in assessing a Section 625, commercial impracticability modification request from the Licensee. The Issuing Authority shall provide modification of requirements of this Renewal License if the Licensee demonstrates and the Issuing Authority finds that it is commercially impracticable for the Licensee to comply with such requirement without modification



and the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability and not otherwise because of Licensee's own business practices. Any final decision made by the Issuing Authority under this section shall be made in a public proceeding. The parties agree that the standard applied to the Licensee's request for modification shall be guided by the "Commercial Impracticability" provisions of the UCC - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the UCC and by other commercial impracticability standards and that Licensee shall provide the Issuing Authority with such information as needed to process and review the foregoing requests of the Licensee.

#### **Section 2.7 - 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 or to cable operators only. Licensee shall comply with all applicable laws and ordinances enacted by the Issuing Authority pursuant to any such powers.

## **Section 2.8 - REMOVAL OR ABANDONMENT**

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.

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 pursuant to Section 2.9 (Proceedings Upon Expiration or Revocation), the applicable provisions of federal law (47 U.S.C. 547) shall govern.

## **Section 2.9 - PROCEEDINGS UPON EXPIRATION OR REVOCATION**

In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and the Issuing Authority determines not to renew this License and all appeals have been exhausted, or the License otherwise terminates, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the Cable System to the Town or a subsequent licensee in accordance with 47 U.S.C. 547.

### **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 is the entire Town of East Bridgewater. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits. Licensee shall not be obligated to extend to unwired areas with less than ten homes per aerial mile and 15 homes per underground mile as measured from existing plant. For homes on streets under the above density standard, Licensee shall meet and negotiate line extension costs in good faith with the affected subscriber(s) and shall provide itemized actual line extension cost information.

(b) 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. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

##### **Section 3.2 - SUBSCRIBER NETWORK**

(a) The Licensee shall continue to make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable Communications System, fed by means of a fiber-optic transportation cable network, fully capable of carrying at least ninety (90) video channels in the downstream direction and four (4) video channels in the upstream direction. Said 750 MHz Cable System shall be designed for not less than 550 MHz, or its equivalent, of video transmissions, and be capable of providing cable modem service to residential subscribers, with 200 MHz reserved for future digital or analog two-way transmissions, with the allocation of the analog and digital bandwidth within the 750 MHz subject to change at the discretion of the Licensee. The Cable

System shall utilize a hybrid fiber-coaxial cable architecture with fiber running to nodes within the Town.

(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.

(c) The Cable System shall be technically capable of transmitting Town-specific access programming, which is non-commercial, and commercial programming, provided however, the Issuing Authority acknowledges that commercial programming is in Licensee's discretion and that the Issuing authority has no rights nor ability to mandate Licensee to provide Town-specific commercial programming.

### **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 S.3.1(a)). Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within two hundred feet (200 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 nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage 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.

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

(a) Any municipal or school locations in East Bridgewater that have been wired for cable service or Institutional Network services during the Prior License period shall continue to receive such cable and I-Net services without charge to the Town during the term hereof in accordance with the terms of said Prior License and the FRC Settlement, incorporated herein by reference. The foregoing shall not diminish any classroom wiring requirements arising under the Social Contract between the F.C.C. and MediaOne.

(b) All future newly constructed or acquired municipal buildings and schools along the cable routes shall receive, free of charge, one (1) drop, outlet and the Standard Service Package. If necessary to receive the Standard Service Package, Licensee will provide a converter, subject to the following, to any classroom or municipal building entitled to service under this Section at no charge to the Town. The Town shall be responsible for said converter in the event of vandalism or gross negligence damaging the converter. If requested by the Issuing Authority, Licensee shall,

with respect to school buildings receiving service under the terms hereof, terminate its cable system in the school's own wire closet or building hub, if any

### **Section 3.5 - STANDBY POWER**

The Licensee shall maintain a minimum of three (3) hours standby power at the headend facility and any sub-headend facilities servicing the Town. 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. Upon written request, Licensee shall furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

### **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 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.

### **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 unless aerial is also available at such locations. Licensee shall comply with all applicable state laws and regulations concerning "DIG-SAFE" requirements.

### **Section 3.8 - PEDESTALS AND VAULTS**

In any cases in which vaults housing passive devices are to be utilized, in the Town Public Ways or within the Town public layout, Licensee will comply with applicable Public Works (or comparable Town Department) requirements; provided, however, that Licensee may place active device (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably denied but shall be subject to other requirements of general applicability such as but not limited to general requirements for permits.

### **Section 3.9 - PRIVATE PROPERTY**

Licensee shall be subject to all laws, bylaws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Communications 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, 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 possible, subject to approval of the Town 's Department of Public Works or their designee provided that such approval is a requirement of general

applicability and not specific to Licensee or cable television operators. 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 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. 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 - SERVICE INTERRUPTION; REBATES**

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of twenty-four (24) hours notice to affected subscribers. Rebates for service interruptions shall be in accordance with Section 7.5 of this Renewal License and applicable law.

### **Section 3.15 - CONSTRUCTION AND MAINTENANCE STANDARDS**

(a) The Licensee shall construct and operate a Cable Communications 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 be in conformance with the applicable provisions of the National Electrical Code (Article 820), 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 Community Antenna Television Commission and the FCC including the signal quality requirements of 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) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work 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 tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing.

### **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 Communications System, the Town shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any applicable government program providing for reimbursement.

### **Section 3.18 - EMERGENCY AUDIO ALERT**

The subscriber network shall comply with the FCC's Emergency Alert System regulations. The Licensee shall have the additional technical ability of rebroadcasting specified emergency messages in conjunction with the Massachusetts Emergency Management Agency and the National Oceanic and Atmospheric Administration. The Licensee shall assist the Town, to the extent possible, in establishing initial contact with MEMA in this regard, and providing information relative to same.

## **ARTICLE 4**

### **RATES AND PROGRAMMING**

#### **Section 4.1 - INITIAL RATES**

(a) The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in **Schedule 4.1** attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection Act, certain costs of PEG Access and other franchise costs, including senior discount, may be passed through to subscribers in accordance with federal law.

#### **Section 4.2 - RATE RE-REGULATION**

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

#### **Section 4.3 - PROGRAMMING CATEGORIES**

Licensee has offered and shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other cable services set forth in **Schedule 4.3** attached hereto;
- (2) all PEG Access channels required by Article 5 (PEG Access Programming) of this License.

#### **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.

#### **Section 4.6 - STEREO TV TRANSMISSIONS**

Provided that Licensee's headend is capable of receiving more of a television broadcaster's programming day in stereo, Licensee shall transmit this broadcast programming in stereo to its subscribers.

#### **Section 4.7 - CHANNEL LINEUP**

Licensee shall notify the Issuing Authority and the subscribers, in advance regarding channel lineup changes in accordance with applicable law.

#### **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. Convertors which are provided by the Licensee shall have functional volume controls.

**Section 4.9 - SENIOR CITIZEN DISCOUNT** Within six (6) months of the Effective Date of this Renewal License, Licensee shall offer a ten percent (10%) discount on the basic broadcast level or (basic component for subscribers buying more than basic) of service to all heads of household, age sixty-five (65) or older, at their permanent residence, who are Medicaid eligible under the present Medicaid eligibility criteria or their replacement. Notwithstanding the foregoing provision, any individual person receiving a senior citizen discount as of the expiration of the Prior License will continue to receive the same level of discount and Licensee shall not terminate existing recipients of said discount.

Article 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

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Section 5.1---PEG ACCESS PROGRAMMING

The Issuing Authority shall in writing appoint an Access Designee, which Access Designee shall be a non-profit charitable corporation or such other entity as lawfully appointed by the Issuing Authority (Access Designee), to plan for and oversee the development and operation of the combined school and public access studio at East Bridgewater High School. The Access Designee shall take over Licensee's local programming and access programming studio now located at East Bridgewater High School, and shall be responsible for providing public, educational and governmental [PEG] access programming, facilities and equipment to the residents, public schools, and municipal departments of the Town, pursuant to the provisions of this Article 5. To this end, the Access Designee shall, following the transition for the transfer of responsibilities and existing equipment from Licensee to the Access Designee:

(1) Operate, maintain and staff the East Bridgewater PEG Access studio located at the East Bridgewater High School following the transition period (the transition period commences on the effective date hereof and ends on June 30, 2000);

(2) Employ staff for the Access Studio in accordance with Section 5.3 below;

(3) Manage the annual budget for the Access Studio in accordance with Section 5.4 below;

(4) Schedule, operate and program the PEG Access Channels provided in accordance with Section 5.5 below, subject to the Superintendent of Schools and Issuing Authority or its designee having primary responsibility for the scheduling of programming on the Educational Access Channel and Municipal Access Channel respectively;

(5) Purchase equipment and upgrade facilities, with the funds allocated for such purposes in Section 5.6 below;

(6) Produce access programming of interest to East Bridgewater subscribers in accordance with Section 5.7 below;

(7) Manage PEG Access programming in accordance with Sections 5.1(4) and 5.8;

(8) Conduct training programs for residents and employees of East Bridgewater, the High School and organizations based in East Bridgewater on the skills necessary to produce PEG Access programming and provide technical assistance and production services to PEG Access Users;

(9) Establish rules, procedures and guidelines, following consultation with the Issuing Authority, for use of the Public Access Channel and facilities and equipment as appropriate and necessary, subject to the terms herein;

(10) Provide outreach, notices and other support services to PEG Access Users including particular outreach efforts to senior citizen and youth organizations;

(11) Continue to assist Users in the production of Video Programming of interest to Subscribers and focusing on Town issues, events and activities; and

(12) Accomplish such other tasks relating to the operation and management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

#### Section 5.2---PEG ACCESS STUDIO

(a) For the transition period following the effective date hereof and ending on June 30, 2000, the Licensee shall continue to operate, maintain and staff the PEG Access studio in the Town of East Bridgewater located at East Bridgewater High School in accordance with the terms of the Prior License, however, Licensee shall by this License transfer title to the equipment as set out in the attached Equipment Inventory (Schedule 5.2) and the facilities therein to the Access Designee serving East Bridgewater at the end of the transition period, in accordance with the terms herein, to serve as a combined school and public access community studio. Licensee shall make reasonable efforts to maintain said equipment and facilities during the transition period.

(b) The PEG Access Studio located at the High School shall be for the use of East Bridgewater PEG Access Users on a first-come, first-served, scheduled basis, subject to the High School having scheduling priority during school days until 2:00 p.m.



Notwithstanding High School scheduling priority before 2:00 p.m., community users shall have scheduled access to the studio before 2:00 p.m. subject to availability of the studio. The studio shall be open for public, educational and governmental access uses and studio staff shall be available to provide reasonable technical assistance for PEG access. The Issuing Authority or its designee and the Superintendent of Schools or its designee shall jointly draft and adopt studio operating rules with respect to public and educational access to the studio and to studio equipment, training and such other matters as are customarily the subject of studio operating rules. In the event of conflicts involving the use of the studio, the Issuing Authority and the Superintendent of Schools or their designees shall meet to equitably resolve such conflicts. Consistent with the paramount responsibility of the School Department for matters affecting the physical safety of students, the parties shall exercise best efforts to defer to the principal of the H.S. with respect to matters affecting the safety of students, subject to said principal's obligation to provide community use of the studio for PEG Access in accordance with the terms hereof. With respect to the hiring of staff for the High School based educational and community studio, hiring decisions shall be made jointly by the Issuing Authority or its Access Designee and the Superintendent of Schools.

Section 5.3---PEG ACCESS STAFF

(a) The Access Designee shall employ qualified PEG Access staff for the High School Studio, however, the Access Designee may enter into contractual agreements with the School Department or Town to share the costs of said staff.

(b) Said PEG Access staff shall exercise best efforts to produce East Bridgewater programming including coverage of community events, municipal meetings and matters of community interest, and, if requested by the Issuing Authority, said coverage shall include regular meetings of the Board of Selectmen, School Committee and Town Meeting and shall exercise best efforts to implement outreach efforts to school and youth groups, senior centers and diverse community groups to promote and broaden awareness of local programming and to broaden awareness of the availability of training; provide periodic training sessions including training in studio and field production, editing and post-production skills; and assist East Bridgewater PEG Access Users on a first-come, first-served basis. With respect to employment of future studio staff, the Issuing Authority shall have an advisory opportunity to meet with, interview and provide comments to the Access Designee on any proposed new Program Director for the East Bridgewater studio.

#### Section 5.4---ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide an annual payment to the Issuing Authority's designated access corporation or other access designee, for PEG Access purposes only, equal to \$31,000.00 for the first year of the Renewal License, payable six months from the

effective date hereof; and payments of \$31,750.00; \$32,500.00; \$33,250.00; \$34,000.00, \$34,750.00; \$35,500.00; \$36,250.00; \$37,000.00; and \$37,750.00, shall respectively be payable for the second through tenth years of the license on the anniversary of the first annual access payment. Said funds shall be payable into a restricted grant account (not the general fund), subject to the terms herein. Said annual payments shall be used for, among other things, salary, operating and other PEG-related operations, including activities to support access, access facilities and use of the cable system. Said payments shall be made on March 15th of each year of this License.

(b) The annual access payments payable under this Section 5.4 shall not include the payments due under M.G.L. ch. 166A, s.9.

(c) In no event shall the Licensee be required to expend in excess of five percent (5%) of its Gross Annual Revenues, less applicable fees, for the provision of East Bridgewater PEG Access programming.

(d) The Licensee shall connect the Access Corporation's and Town's modulators to the cable system for access channel transmissions.

(e) In consideration of the Town, through its Access Designee, assuming responsibility from Licensee for the aforesaid local programming functions, Licensee shall pay to the Town for start-up of a non-profit charitable access corporation the sum of \$ 750.00 payable to the Town or to the Town's designee which sum shall not be passed through to subscribers.

#### Section 5.5---PEG ACCESS CHANNELS

(a) Licensee shall provide two six Megahertz (MHz) Downstream Channels for East Bridgewater PEG Access use as follows: Licensee shall provide a 6 MHz public and governmental access channel; and a separate 6 MHz educational access channel.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers, at no cost to Subscribers, the Town and/or PEG Access Users. The Licensee shall provide upstream channels or I-Net channel capacity as per the Prior License for PEG Access channels for upstream remote origination capability. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, once established, without forty-five (45) day advance, written notice to the Issuing Authority.

(c) The School Committee and Issuing Authority retain ultimate control over educational and municipal access programming respectively.

(d) The Licensee shall monitor the PEG Access Channels (including upstream channels) for technical quality and shall ensure that they are maintained at standards which apply to the Cable System's commercial channels. Upon written request of the Issuing Authority, Licensee shall provide copies of such proofs of performance as filed with the FCC and reports as needed to show access channel signal quality. If the studio is relocated, Licensee shall ensure that the signal from the new studio location shall meet the F.C.C. signal quality standards.

#### Section 5.6---PEG ACCESS FACILITIES AND FUNDING

( a) The Licensee shall provide funds for access equipment and facilities for the East Bridgewater studio, municipal access

equipment (including a remote-controllable camera system installed in the Board of Selectmen meeting room at Town Hall) and educational access equipment uses as set forth below:

(i) \$62,500.00 for equipment for the High School based community and PEG studio and facility improvements for said studio, within two months of the effective date with said funds to be expended in accordance with the directives of the Access Designee;

(ii) Licensee shall provide the Issuing Authority or its designee a payment in the amount of \$25,000.00 to install audio and remote controllable camera mounts, two cameras and remote control system at the Board of Selectmen meeting room, to be paid within 60 days of the Effective Date hereof.

(iii) Licensee shall pay the access designee, on the fifth anniversary of the Effective Date, for public access studio equipment upgrade purposes, the sum of \$35,000.00.

(b) In no case shall the foregoing capital payments for equipment build-out and facility upgrade be counted against any License Fee payment required by applicable law.

(c) The Licensee hereby agrees that it shall not externalize, line-item and/or otherwise pass-through, in any manner, to Subscribers any costs relating to the first \$28,333.00 of PEG Access equipment provided pursuant to this Section 5.6. In consideration for Access Corporation assumption of Licensee local

programming, Licensee shall further not pass-through costs associated with the first year of Access Corporation annual payments, and, in subsequent years, shall exclude from pass-through the amount equal to the Prior License annual support for the studio budget, being \$20,000.00 per year. If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized, line-itemed and/or passed-through additional PEG Access equipment costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

(d) The Town's Access Designee shall own all PEG Access equipment purchased with funding pursuant to this Section 5.6 as well as equipment at the current High School studio and provided under the Prior License. The Town's Access Designee shall for the term hereof maintain, insure, repair and replace as needed all such PEG Access equipment, at its sole cost and expense or in accordance with any contractual agreement with the School Department.

#### Section 5.7---LOCAL PROGRAMMING

(a) The Access Designee shall, if requested by the Issuing Authority, track its programming hours on a monthly basis and

submit a monthly programming log to the Issuing Authority or its designee(s) for informational purposes.

(b) The Issuing Authority may identify new areas of importance for access programming and submit such information to the Access Designee. The Access Designee shall consider such information in its determination of the programming to be included in its weekly programming line-up, however, the Issuing Authority may in no way engage in any program censorship.

#### Section 5.8---PEG ACCESS PROGRAMMING MANAGEMENT

(a) The Access Designee shall have the responsibility of providing PEG Access programming to East Bridgewater subscribers subject to School Department and Issuing Authority responsibility for Educational and Municipal Access pursuant to Section 5.1(4) and the terms herein.

(b) PEG Access programming shall be a cooperative effort among the Access Designee, the Issuing Authority and the Superintendent of Schools or their designees subject to Section 5.1(4) and the terms herein.

#### Section 5.9---ACCESS CABLECASTING

(a) In order that PEG access programming can be cablecast over the two (2) Downstream PEG Channels, all PEG programming shall be modulated, then transmitted upstream from locations with origination capability, to the headend, on the upstream or I-Net

upstream channels. At the headend, said PEG Access programming shall be retransmitted in the downstream direction on one of the two (2) Downstream PEG Access Channels.

(b) It shall be the Licensee's responsibility to ensure that said PEG Access programming is properly processed, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town for such processing responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming. The Licensee shall provide and maintain, repair and replace all necessary headend and hub access channel processing equipment in connection with the foregoing including modulators as needed for each access channel with the Town Hall and High School studio to continue to have use of the modulators provided under the Prior License.

(c) The public access/municipal access channel may be used by municipal departments and agencies to inform subscribers about Town government and services. It shall not be used for political advertising or campaign programming. The use of the municipal channel access shall be coordinated and managed by the Issuing Authority. The Issuing Authority may designate an appropriate agency or entity to manage or provide assistance in its operation of the government access channel.

Section 5.10---CENSORSHIP; PRODUCER RESPONSIBILITY



Neither the Town nor the Licensee shall engage in any program censorship or any other control of the content of Public Access Programming on the Cable System public access channel, except as otherwise required or permitted by applicable law and the School Department and Issuing Authority retain control over, respectively, educational access programming on the educational access channel and the Issuing Authority over municipal access programming. As a condition of use of the access channels, individual producers may be required to sign customary user forms, and complete any necessary training or certification of competency. Said user forms may include a user or producer acknowledgment that the individual producer assumes individual responsibility for any program-based liabilities and that the producer understands that neither the Town or its departments, nor Licensee are responsible for said individual's programming. Notwithstanding the foregoing, the parties acknowledge that the Access Designee may exercise reasonable non-discriminatory editorial scheduling as needed during hours when children are likely to be viewing. Any unprotected speech, including but not limited to obscenity, defamation and material infringing any copyright, may be the subject of efforts, in accordance with applicable laws, to limit the cablecasting of same. Further, operating rules, in accordance with applicable laws and this License may be adopted by the Issuing Authority or its designees.

Section 5.11---PEG ACCESS PROGRAMMING COSTS

(a) There shall be no charges to the Town and/or PEG Access Users for use of the PEG Access facilities required herein. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item and/or otherwise pass-through any such PEG Access and costs to Subscribers, the Licensee may only do so, including, but not limited to, computation, collection, interest paid on and/or allocation of any such costs, strictly in compliance with said laws and/or regulations.

(b) Upon written request by the Issuing Authority, the Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations showing any such externalized, line-itemed and/or passed-through PEG Access costs.

(c) The parties acknowledge that of the annual support for PEG Access, \$20,000.00 is for rate regulation purposes, a franchise-related external cost pre-existing under the prior license is substantially equivalent to and not greater than the amount paid as of September 1992, and shall not, pursuant to 47 CFR 76.922 be the basis for additional rate pass-through or add-on and that with respect to support for access generally, in accordance with 47 CFR 76.922 only the change in renewal license franchise requirement PEG costs over prior license franchise requirement PEG costs may be passed through to subscribers as an external cost add-on. Likewise, \$28,333.00 of the funds for PEG capital are, pursuant to the FRC settlement order, similarly excluded from rate base pass-through.

Section 5.12 "GRANDFATHERING "

Any access production equipment, facilities or studio improvements provided to the Town of East Bridgewater or its schools and the studio(s) located in East Bridgewater pursuant to the terms of the License in effect prior to the effective date of this Renewal License, or pursuant to this Renewal License, or equivalent equipment, shall remain in East Bridgewater throughout the term hereof and shall become the property of the Town and be maintained by the Access Designee.

Section 5.13 Miscellaneous

Consistent with the current underwriting standards for charitable non-profit, non-commercial television stations, notices of support and underwriting may be included adjacent to access programming on the access channels.

**Section 5.14 - INTERNET ACCESS**

In accordance with the Social Contract entered into by Licensee and the FCC, the Licensee will upon written request from the East Bridgewater School Department, provide each school in the Town with one (1) free connection to on-line service for personal computers and free access to the Internet, which Licensee shall continue to provide to the Town until June 30, 2001 at no charge to the Town. The Licensee agrees to maintain one (1) free single-use connection and unlimited access to such on-line service to the main branch of the East Bridgewater Library, subject to said Library's acceptance of Licensee's Library Connections sponsorship requirements, and subject to

Licensee's continuation of said Library Connections program. Said Library facilities shall be used for the general benefit of the public. Licensee agrees that the Town may take credit for a single user modem and upgrade at Town's cost to a multi-user modem, if fully compatible with and approved by Licensee with respect to technical compatibility (permitted where technically feasible for interconnection of local area networks within a municipal or school building to such multi-user modem).

#### **Section 5.15 - INSTITUTIONAL NETWORK ("I-NET")**

(a) Licensee shall continue to maintain and operate the existing Institutional Network ("I-Net") as required under the Prior License with two-way capability and a minimum capacity of transmitting the number of 6-MHz channels as required under the Prior License. The I-Net will continue to be able to transmit composite video, audio and data from and among all municipal buildings subject to the following limitation on Licensee responsibility for I-Net data. In consideration of the payment to the Town of a sum in lieu of construction of a new I-Net (See below), the Town acknowledges that Licensee shall not guarantee the performance of the existing I-Net for data transmission, however, Licensee is required to guarantee and maintain the I-Net for composite video transmission as required under the prior license at no charge to the Town, subject to the FRC Settlement. Said existing I-Net may be used for customary I-Net transmissions including point-to-point video transmissions, upstream video for interface to downstream access channels. (b) The Licensee shall continue to provide one (1) I-Net drop, free of charge, to all municipal buildings and schools on the existing I-Net and wired for same during the Prior License. The Licensee shall provide one (1) I-Net drop, free of charge, to any new municipal or school building which lies along its I-Net route within ninety (90) days of a written request by the Issuing Authority. Additional I-Net drops requested by the Town, if any, in excess of the above shall be installed by the Licensee, subject to payment by the Town of the Licensee's actual costs for time and materials, however, in connection with same, Licensee shall be available to discuss and itemize

such costs and consider alternatives, with all decisions regarding such alternatives resting in Licensee's sole discretion. The location of all new I-Net drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee. Licensee shall continue to maintain I-Net drops and outlets to municipal and school buildings and classrooms wired for the same prior to the Effective Date.

(c) Unless otherwise provided herein, the Town and its designated I-Net users shall be responsible for end user terminal interface equipment including but not limited to, modems, routers, bridges, modulators and associated computer and video production equipment except such of the foregoing that Licensee has operated and maintained, if any.

(d) The Licensee shall be responsible for any headend, I-Net hub site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers and switching equipment and equipment located at the headend or hub. The Licensee will continue the I-Net hub site at its current location. 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..

(e) The Licensee shall hold all rights and title in the physical property of the I-Net, but shall provide the Town the right to use the I-Net, free of charge, throughout the remaining term of this Renewal License subject to the following conditions:

(1) 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.

(f) The Town shall have the right to use the I-Net, free of charge.

(g) The Licensee shall be responsible for maintenance of the I-Net in accordance with the following provisions:

(1) Licensee shall maintain I-Net signal quality as prescribed by FCC Rules and Regulations, Part 76.

(2) Licensee shall reasonably determine and assign the transmit and receive frequencies for all I-Net users subject to reasonable consultation with the users.

(3) Licensee shall determine and design the correct signal strength levels necessary at each location.

(h) Notwithstanding any other provision herein, the Town may contract with third parties jointly or individually for additional I-Net or related services to be used for Town non-commercial purposes only.

(i) Licensee shall assign a contact person to be responsible for assisting the Issuing Authority with problems relating to the I-Net.

(j) In consideration of the Town's cable service data needs and related needs and in consideration for the Town not going forward with renewal provisions for new I-Net construction, Licensee shall pay to the Town the sum of \$45,000.00 in lieu of new I-Net for Town determined data transmission services with said sum payable within ninety (90) days from the Effective Date.

#### **Section 5.16 – ORIGINATION LOCATIONS**

(a) The Licensee shall continue to provide adequate upstream capacity from those video origination sites as listed in the Prior License.

(b) Pursuant to the FRC Settlement, there shall be no charges to the Town and/or the Access Corporation for said origination locations, nor shall the Licensee pass-through any costs to the Subscribers.

#### **Section 5.17 – East Bridgewater Educational and Governmental Access Cable Technology Program**

(a) Notwithstanding the payments made pursuant to the provisions of M.G.L. Chapter 166A, Section 9, Licensee shall, on or before March 15 of each year during the term of this License make a grant payment for educational and municipal cable access to the East Bridgewater Educational and Municipal Cable Technology Access Program in the amount of one half of one percent (.5%) of Licensee's gross revenues per annum for the preceding calendar year, payable into a restricted grant account, established by the Town, and not payable into the general fund. The Town shall establish a separate Educational and Governmental Accesss designee for Town access/cable-related purposes, and said sum shall be annually payable to said designee for educational and governmental cable access purposes. During the last year of this Renewal License, for the period between March 15 and the expiration of the Renewal License, Licensee shall pay one half of one percent (.5%) of gross revenues accruing during said period payable upon the expiration of said Renewal License. Such educational and municipal access payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for purposes of any applicable federal limitation on franchise fees, provided that in any event all franchise fees in the aggregate shall not exceed the limit on franchise fees imposed by federal law.

(b) Any payments for the foregoing East Bridgewater Educational and Municipal Cable Technology Access Program shall be used to support the operation and utilization of educational and municipal telecommunications programs involving or related to use of the cable system and the Institutional Network and may include, but not be limited to, such items as audio-visual equipment, stipends or salaries of personnel associated with educational media and municipal telecommunications, telephone and other administrative costs, cable access equipment, data transmission and internet access including cable modems and ancillary equipment to be used in conjunction with the program. Said payments shall be disbursed to the East Bridgewater

Educational and Municipal Cable Technology Access Program in accordance with the directives of the Town's Educational and Governmental Access Designee upon delegation by the Issuing Authority, and said Designee shall consist of two appointees of the Issuing Authority and one appointee of the Superintendent of Schools. Said Committee shall act as the agent of the Issuing Authority and shall seek Issuing Authority approval of said disbursements and other final actions, as may be required by the Issuing Authority. Said Committee may take action by majority vote of the Committee. Members of said Committee shall serve at the discretion of their appointing authorities and may be removed without cause at the discretion of the aforesaid appointing authorities. On or about March 15 of each year following the execution date of this License, said Committee shall annually submit to the Issuing Authority and Licensee a written report showing actual disbursements including a detailed statement explaining the allocation of funds for educational and municipal access, access needs, interests and operations and the actual use of said funds for cable access by the Town of East Bridgewater during the prior year.

(c) Equipment for the Educational and Municipal program purchased with funds provided pursuant to Section 5.2 of this License shall be owned by the Town of East Bridgewater for use of the East Bridgewater Public Schools., Public Library and municipal locations as determined by the East Bridgewater Educational and Municipal Cable Technology Access Committee except that equipment allocated to the High School studio shall be maintained by the studio Access Corporation. With respect to said Educational and Municipal Program, Licensee's technical staff shall provide reasonable technical advice, following the transition period ending on June 30<sup>th</sup>, 2000, with respect to interconnection to the cable system. In no event shall said capital grants be counted against either the annual educational access grant required by Section 5.2(a), nor shall it be



included in the calculation of any other license fee payment subject to the 5% federal cap on franchises under applicable law.

(d) Should Licensee fail to timely make any payment under clauses (a) and (c) above, and should such failure continue for a period of 10 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.

(e) The annual educational access payment under Section 5.2(a) and the capital payment under 5.2(c) shall be paid into a special and restricted access grant or revenue account and not the general fund. The Town may in its discretion allocate expenditures of these funds for the community studio and public access in addition to educational and governmental access.

(f) To assure the ability of the Town's public schools to distribute educational programming to and from school buildings, the cable system or I-Net design shall be such that the primary educational access channel(s) shall be capable of transmitting educational programming specifically from East Bridgewater public schools to other East Bridgewater public schools or to the subscriber network.

(g) If any section, sentence, paragraph, term or provision of this Section 5.2 is determined to be invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such that any or all of the funding provided by Licensee to the Educational and Municipal Cable Technology Access Program becomes unavailable, then the Issuing Authority shall have the right to direct the Licensee to make the aforesaid grant payments to a duly created private non-profit Educational and Municipal Access Corporation. Such payments, however, shall be subject to substantially the same terms and

conditions, to the extent applicable, provided for in Section 5.2 of this License, including the provisions that said payments, when added to all other franchise fees paid by Licensee, not exceed the limitation provided for in Section 5.2(a).

(h) On or about March 15 of each year following the execution of this Licensee, the Licensee shall provide the Issuing Authority with revenue statements prepared in accordance with Generally Accepted Accounting Principles showing actual gross revenues for the prior calendar year for purposes of calculating the annual one half of one percent (.5%) educational access grant.

## **ARTICLE 6**

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

#### **Section 6.1 - CUSTOMER SERVICE**

The Licensee shall maintain a publicly listed, toll free, 24-hour customer service number with a live operator for the general purpose of servicing 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 continue a customer service center within the City of Brockton, including at a minimum bill payment, exchange of equipment and resolving complaints. Said office shall be open for walk-in business during normal business hours, including at least one (1) weeknight or weekend morning, which may be changed from time to time to reflect the needs of the community.

#### **Section 6.2 - TELEPHONE ACCESS**

(a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 AM to 5:00 PM Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls which standards are attached and made a part hereof.

(b) Licensee shall provide a “live” telephone answering service during other times (5:00 PM to 9:00 AM) which shall be informed how to respond in case of emergencies requiring standby technicians. Such answering service shall be also instructed to call upon Licensee's standby personnel when it is evident that the complaints received are indicative of a problem affecting three (3) or more subscribers.

#### **Section 6.3 - INSTALLATIONS, OUTAGES AND SERVICE CALLS**

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 6.3.

#### **Section 6.4 - INSTALLATION**

(a) Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance to within no more than a two (2) hour window for all such appointments, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 AM to 5:00 PM weekdays and Saturdays).

(b) Licensee shall be responsible for picking up and changing converters at subscriber's request at no additional charge where such converter changeout is initiated by Licensee to provide additional channels that have become available as a result of Licensee's expansion of channel capacity. In order to improve service, Licensee reserves the right to offer subscribers the option of bringing converters in to a Licensee office for drop-off or exchange themselves.

#### **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 Communications 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, other than for unreturned customer premises equipment, 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.

## **Section 6.8 - BILLING DISPUTES**

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) 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 the disputed portion of a bona fide disputed bill in accordance with 207 CMR 5.05(5).

## **Section 6.9 - PROTECTION OF SUBSCRIBER PRIVACY**

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

(b) 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 WRITTEN NOTICE**

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System subscribers, Licensee shall provide a comprehensive and easily understandable 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.

#### **Section 6.11 - DISTRIBUTION OF SUBSCRIBER INFORMATION**

Licensee and its agents or employees shall not, without obtaining affirmative consent of the individual subscriber, disclose to any third party a subscriber's name or address. A subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the subscriber either by name or address and Licensee shall abide by this request. Any such disclosure shall be in accordance with 47 U.S.C. 631.

## **Section 6.12 - 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 6.13 - 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 6.14 - 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 customer service office..

### **Section 6.15 - 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 Communications 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 6.16 - EMPLOYEE IDENTIFICATION CARDS**

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

#### **Section 6.17 - TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS**

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

#### **Section 6.18 - NON-DISCRIMINATION**

Licensee shall not 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 6.19 - MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS**

In the event the Licensee surveys the East Bridgewater 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 Communications 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.

#### **Section 7.2 - INDEMNIFICATION**

- (a) 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 from 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 removal period pursuant to G.L.c. 166A, Section 5(f) with the Town 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) per occurrence and an aggregate limit of Five Million Dollars. 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.

#### **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 Communications 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 pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the subscriber.

#### **Section 7.6 - PERFORMANCE EVALUATION SESSIONS**

The Issuing Authority may at its discretion but not more than once every calendar year, hold a performance and/or compliance 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 concerning the construction, installation, operation or maintenance of the Cable Communications System. During review and evaluation by the Issuing Authority, Licensee shall 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. At the 5<sup>th</sup> or 6<sup>th</sup> year meeting, if requested in writing by the Issuing Authority or its designee, Licensee shall provide information on new technology and new services in reasonable detail responding to the Town's inquiries.

**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 15th 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 the prepayment (by Licensee) of not more than seven thousand dollars, to be payable to the Town or a designee of the Town for cable administration or related purposes and the foregoing may be in the form of prepayment of Licensee fees payable under Ch. 166A, s.9., as permitted by 47 USC 542 with respect to prepayment.

**Section 7.9 – [omitted]**

### **Section 7.10 - SUBSCRIBER AND USER COMPLAINTS**

Licensee shall keep all written as well as a record of verbal complaints it receives on file 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 complaints which it receives, with records in a form substantially equivalent to those required as of the effective date hereof. 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 7.11 - 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.

### **Section 7.12 - INDIVIDUAL COMPLAINT REPORTS**

Licensee shall, within thirty (30) days after receiving a written request therefore, 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 7.13 - QUALITY OF SERVICE**

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.

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 of the Town.

#### **Section 7.14 - SERVICE INTERRUPTION REPORT**

Pursuant to applicable state law and regulations, 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 7.10 (Subscriber and User Complaints) herein.

#### **Section 7.15 - FINANCIAL REPORTS**

Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Division, and Issuing Authority on forms prescribed by the Division, a statement of its revenues and expenses for the Town of East Bridgewater for official use only. In addition, Licensee shall file annually with the Division and the Issuing Authority on forms prescribed by the Division, a financial balance sheet and statement of ownership which shall be open to public inspection. Such statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee. In the event the Division no longer requires or provides forms for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

#### **Section 7.16 - NUMBER OF SUBSCRIBERS**

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers. Said report shall be filed with the Financial Reports required pursuant to Section 7.15 (Financial Reports) herein.



**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.

**Secton 7.19 – CABLE ADVISORY COMMITTEE**

The Issuing Authority may appoint, or continue the existing Cable Advisory Committee and delegate to it such functions as are lawful and customary.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

#### **Section 8.1 - LICENSE AS 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 East Bridgewater, 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 to Attn: Board of Selectmen, East Bridgewater Town Hall, 175 Central Street, East Bridgewater, MA 02333, 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 to Attn: Director of Government Affairs (or Legal Counsel), MediaOne, 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, at cost, to allow said subscriber to choose between cable and non-cable television reception, as set forth in MGL ch. 166A, s.5(h).

### **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 five (5) 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.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS \_\_\_\_\_ DAY OF  
DECEMBER, 1999.

Approved as to form:

TOWN OF EAST BRIDGEWATER  
By:

\_\_\_\_\_  
William August, Esq.  
for the Town of East Bridgewater

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Selectman

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This License is hereby Accepted by:  
MEDIAONE OF MASSACHUSETTS, INC.

\_\_\_\_\_  
Kevin M. Casey  
Senior Vice President, Northeast Region

## TABLE OF SCHEDULES

Schedule 4.1	Initial Rates
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Schedule 4.1 Initial Rates

Schedule 4.3    Broad Categories of Programming



## Schedule 4.4 Initial Program Services

Schedule 5.2 Studio Equipment Inventory

Schedule 6.3     FCC Customer Service Obligations

**Schedule 6.6      Billing and Termination Regulations**

### Schedule 3.1 Line Extension Formula

With respect to subscribers residing on streets with fewer than ten homes per aerial mile or fewer than fifteen homes per underground mile, Licensee shall extend the cable system to such street subject to participating subscribers agreeing to pay the line extension costs by which the per subscriber contributions exceed the average per subscriber line extension costs on a street meeting the aforesaid density thresholds as follows. Thus if Licensee's per subscriber average line extension cost on a street having ten subscribers per aerial mile is equal to "AVERAGE\$", and Licensee's per subscriber actual line extension cost on a street having fewer than ten subscribers per aerial mile is equal to "ACTUAL\$," then the per subscriber line extension cost on a street having fewer than ten subscribers per aerial mile shall be the difference between Licensee's actual per subscriber line extension cost ("ACTUAL\$") on the street with fewer than ten homes per aerial mile and the average cost per subscriber on a street with ten homes per mile (ACTUAL\$ minus AVERAGE\$), payable in monthly installments by the subscriber over a period of not less than six months. Further to the foregoing, if after calculation of said capital contribution is computed and charged to participating subscribers, new subscribers request wiring on said street with fewer than ten homes per aerial mile, than said new subscribers shall pay their pro rata share of the aggregate cost differential with credits or refunds to the original contributors as appropriate.