

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
RCN-BECOCOM, INC.**

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

JANUARY 27, 2009

TABLE OF CONTENTS

(SEE ATTACHED)

EXHIBITS

Cable System Technical Specifications	Exhibit 1
Institutional Network Locations	Exhibit 2
Future Institutional Network Locations	Exhibit 3
Three-Party Institutional Network Agreement	Exhibit 4
Programming and Signal Carriage	Exhibit 5
Free Drops & Service to Public Buildings	Exhibit 6
Free Drops & Service to Public Schools	Exhibit 7
Gross Annual Revenues Reporting Form	Exhibit 8
207 CMR 10.00	Exhibit 9
FCC Customer Service Obligations	Exhibit 10
Massachusetts Cable Division Form 500	Exhibit 11

AGREEMENT

This Cable Television Renewal License entered into this 27th day of January, 2009, by and between the Board of Selectmen of the Town of Framingham, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and RCN-BecoCom, Inc. ("RCN").

WITNESSETH

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

WHEREAS, the Issuing Authority conducted a public ascertainment hearing in the Town, on August 5, 2008, pursuant to Section 626(a) of the Cable Act, to (1) ascertain the future cable-related community needs and interests of Framingham, and (2) review the performance during the current license term.

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

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Framingham resident and/or any persons affiliated with a Framingham institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

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

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

(4) Affiliate or Affiliated Person: Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

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

(6) CMR: The Code of Massachusetts Regulations.

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

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

- (9) Cable Service: The one-way transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection of such video programming or other programming services, which the Licensee may make available to all Subscribers generally.
- (10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Town.
- (11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (14) DVD: The acronym for Digital Video Disc player.
- (15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Framingham, Massachusetts.
- (16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of programming.
- (17) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.
- (18) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.
- (19) Effective Date of Renewal License (the "Effective Date"): December 16, 2008.
- (20) Execution Date of Renewal License (the "Execution Date"): January 27, 2009.
- (21) FCC: The Federal Communications Commission, or any successor agency.
- (22) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

- (23) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest earned on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; fees paid on all Subscriber fees ("fee-on-fee"); Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.
- (24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
- (25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.
- (26) Institutional Network ("I-Net"): The dedicated fiber-optic network for the use of the Issuing Authority, its designees and Town departments.
- (27) Issuing Authority: The Board of Selectmen of the Town of Framingham, Massachusetts.
- (28) Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (29) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Framingham, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G. L. Chapter 166A.
- (30) Licensee: RCN-BecoCom, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

(31) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

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

(33) Outlet: An interior receptacle that connects a Subscriber's or User's television set to the Cable System.

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

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

(36) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

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

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

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

(40) Prime Rate: The prime rate of interest at Bank of America.

(41) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Framingham residents and/or organizations wishing to present non-commercial programming and/or information to the public.

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

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

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

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

(45) Service: Any Basic Service, any Pay Cable Service, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

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

(47) State: The Commonwealth of Massachusetts.

(48) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(49) Subscriber Network: The minimum 750 MHz network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(50) Town: The Town of Framingham, Massachusetts.

(51) Town Counsel: The Town Counsel of the Town of Framingham, Massachusetts.

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

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

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

(55) VCR: A video cassette recorder.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Framingham, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to the Licensee authorizing the Licensee to lawfully operate and maintain a Cable Television System within the corporate limits of the Town of Framingham.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the 1984 Cable Act; the 1992 Cable Act; and all lawful Town, State and federal statutes and by-laws of general application.

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

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or Town ordinances enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on December 16, 2008 and expiring on December 15, 2018, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

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

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

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted, from and after the Execution Date hereof, on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within forty-five (45) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information in writing as is requested in order to justify its belief.

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

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

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all DPW regulations and any by-laws enacted by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter; provided, however, that in the event of a dispute hereto, the parties agree to meet and negotiate in order to resolve such dispute in good faith. If reasonable negotiations to resolve such dispute are not successful, the parties agree to submit such dispute to a forum of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Subject to Section 3.2(r) *infra*, upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee has renewed its Renewal License for another renewal term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of 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 complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a hearing upon a written application therefor on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's management experience, technical expertise, financial capability, and legal ability to operate a cable system under the existing license, and any other criteria allowable under law.

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

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application for transfer within one hundred twenty (120) days of receipt of said application for transfer. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

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

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless occurred, the Issuing Authority may revoke and terminate this Renewal License in accordance with the provisions of Section 11.1 infra.

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

ARTICLE 3
SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to make available to all residents of the Town its minimum eight hundred sixty Megahertz (860 MHz) Subscriber Network, fully capable of carrying at least seventy-eight (78) 6 MHz channels in the downstream direction

(b) The Licensee shall continue to maintain the Subscriber Network, at all times, at the minimum FCC Technical Standards contained in **Exhibit 1**, attached hereto.

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, at its sole cost and expense, its two (2) single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the Town, the Issuing Authority and/or its designees, which I-Net has significant value to the Town.

(b) Said I-Net shall be bridged to the Subscriber Network at the Headend. Said I-Net shall be capable of distributing video, audio and data to all designated non-school and school locations connected to the I-Net. I-Net switching shall be the responsibility of the Licensee.

(c) The Licensee shall maintain and replace in a timely manner all equipment that is part of the I-Net. The Town shall maintain and replace any end-user equipment that it owns and operates.

(d) The two (2) single mode fiber-optic strands shall interconnect each of the locations specified in **Exhibit 2** ("I-Net Locations") to the Licensee's Hub location using a star network topology.

(e) The I-Net shall be capable of providing voice, video and data services between Town and other institutional locations specified in **Exhibit 2**. The Licensee shall provide professional consulting services to the Town in order to facilitate video and data transmission capacity over the I-Net. Designated Users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.

(f) Two (2) single mode fibers shall be terminated at each location requiring access to the I-Net. One (1) fiber shall be used for upstream transmission from the I-Net to the Licensee's Hub location in the Town. The second fiber shall be used for downstream transmissions.

(g) The Licensee shall respond to the Town within four (4) hours of notification from the Town of an I-Net service problem.

(h) The Licensee shall provide the Town with contact information, including telephone numbers, for the Town to reach the Licensee's technical staff.

(i) The Town shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to, carrying Internet Service(s) from third parties for Town use on the I-Net for the Town's internal use only, without charges of any kind levied by the Licensee.

(j) The Licensee shall make available to the Town a reasonable amount of professional consultation regarding the development of the I-Net, from its in-house personnel, on an annual basis.

(k) Beyond the total number of I-Net Drops and Outlets as of the Effective Date of this Renewal License, the Issuing Authority may request an additional nine (9) I-Net Drops, as listed in **Exhibit 3** attached hereto, to designated I-Net Locations, which the Licensee shall install at cost to the Town.

(i) Construction, installation and activation of additional designated Drops and Outlets shall be completed within sixty (60) days of designation by the Issuing Authority, for aerial Drops, and within one hundred twenty (120) days of designation by the Issuing Authority, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the I-Net Locations designated to receive a Drop or Outlet, prior to the installation of such Drop or Outlet. The Issuing Authority shall designate such officials in writing to the Licensee.

(l) Beyond the I-Net Drops/Outlets specified in **Exhibits 2 and 3** herein, upon the Issuing Authority's request, the Licensee shall provide additional I-Net Drops/Outlets for newly constructed or acquired buildings, at the Licensee's sole cost.

(m) The I-Net shall be interconnected with the Subscriber Network at the Headend or Hub. All remote I-Net video transmissions shall be sent on an Upstream Channel to the Headend or the Hub, where they shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the switching of all Upstream Channels to the appropriate Subscriber Network Downstream Channels, and switching of all Subscriber Network Upstream Channels to the appropriate I-Net Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Town.

(n) Nothing in this Section 3.2, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing the Access Corporation(s) from using one (1) or more I-Net channels.

(o) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of the Final License, except for equipment not directly under its control or ownership. The Licensee

shall be responsible for all necessary inspections and performance tests of the I-Net. Scheduled tests shall be performed at least approximately once every six (6) months. Test results shall be submitted to the I-Net Administrator.

(p) The I-Net shall be operated in compliance with applicable FCC Technical Specifications as may be amended from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed with such seven (7) day period.

(q) There shall be no charges to the Issuing Authority or the Town for I-Net operational, maintenance, repair and/or replacement costs.

(r) The Issuing Authority, the Licensee, and the owner of the I-Net fiber infrastructure described herein have agreed to certain provisions regarding the status of the I-Net, which agreement is attached hereto as **Exhibit 4**.

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets. Where 750 MHz Converters are utilized, there shall be no charge for such parental control capability.

Section 3.4---EMERGENCY ALERT OVERRIDE CAPACITY

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

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee's Cable Service shall continue to be available to all residents of the Town, unless legally or otherwise prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions.

(c) Any dwelling unit within one hundred fifty feet (150') of existing Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation greater than 150' shall be provided at the Licensee's actual cost, plus profit, if allowable by applicable law(s) or regulation(s), including the cost for system design changes to extend the cable plant to within 150' of the dwelling unit. Any underground installation shall be provided at the Licensee's actual cost.

(d) The Licensee's obligation to extend its Cable Television System to homes in underground areas of the Town in unconstructed Public Ways or Streets in the Town shall be limited to those homes in which the Licensee's cost of construction is no greater than One Thousand Dollars (\$1,000.00) per dwelling unit, unless prospective Subscribers within said Public Ways or Streets agree to pay additional costs in excess of said amount of \$1,000.00.

(i) For purposes of this Section 4.1(d), the term "dwelling unit" is hereby defined as any and all occupied residences, individual apartment, individual condominium, units in cooperative buildings, and private homes, but excluding lodging houses, hotels, motels, hospitals, dormitories, organizations and businesses; provided, however, that the Licensee shall include in the above definition of "dwelling unit" any residences that are undergoing renovation or construction at the time that a request for Service is made.

Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate, upgrade and maintain the Cable Television System within the Town of Framingham. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Issuing Authority and/or any Town departments. Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade, ornamental and other trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. The Licensee may not trim and/or prune any trees belonging to the Town without the advance notification of the DPW.

Section 4.5---RESTORATION TO PRIOR CONDITION

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

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit

issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---**DISCONNECTION AND RELOCATION**

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---**SAFETY STANDARDS**

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the National Television Standards Code, the rules and regulations of the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9---**PEDESTALS**

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable regulations of the Town; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s).

Section 4.10---**PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The 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 Television System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF SYSTEM

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such inspections as it shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any inspections 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 inspection. The Licensee shall be afforded the opportunity to be present during all such inspecting.

Section 4.12---CABLE SYSTEM MAPS

(a) Upon request, the Licensee shall continue to file with the Issuing Authority or its designee(s) strand maps of the Cable System plant. If changes are made in the Cable System, upon request, the Licensee shall file with the Town updated strand maps annually, not later than fifteen (15) days after each anniversary of the Effective Date of this Renewal License.

(b) Upon request, the Licensee shall allow the Issuing Authority and/or its designee(s) to view "as-built" maps of the Cable System at a location that is mutually-agreeable to the Issuing Authority and the Licensee.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

Section 4.14---SERVICE OUTAGE NOTIFICATION

When notified of a meeting and upon request, the Licensee shall explain major service outages in the Town to the Cable Advisory Committee at its regularly scheduled meetings. Major service outages are defined in Section 12.4(d) infra.

Section 4.15---"**DIG SAFE**"

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide Basic Service which shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a cable television system serving the Town pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

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

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Framingham programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3----LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.4----VCR/DVD CABLE COMPATIBILITY

In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch or by-pass switch, which will allow digitally-compatible VCR and/or DVD owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR and/or DVD, except two scrambled Signals. Said A/B switch or by-pass switch shall be available to all Subscribers no later than System completion.

Section 5.5---SCRAMBLING

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

(b) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in paragraph (a) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.6---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.7---FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide, install and maintain a free Subscriber Cable Drop and Outlet(s) and the monthly Basic Service to all police and fire stations, public libraries and other public buildings included in **Exhibit 5**, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Cable Service and related maintenance.

(b) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop or Outlet, prior to any such installation.

Section 5.8---FREE DROPS AND MONTHLY SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall continue to provide one (1) free Subscriber Cable Drop with one (1) Outlet and monthly Basic Service to all public schools listed in **Exhibit 6**, attached hereto and made a part hereof, including service to all classrooms currently wired.

(b) The exact locations of said Drops and Outlets shall be designated by the School Department, at the Licensee's sole cost and expense. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

Section 5.9---PROVISION OF INTERNET SERVICE TO THE TOWN

(a) Within sixty (60) days of the Execution Date of this Renewal License, the Licensee shall provide the Town with 30 MEG of Internet access capacity for each year of this Renewal License, without charges and/or costs of any kind to the Town, the Issuing Authority, its designees and/or the Licensee's Framingham Subscribers. The Issuing Authority and/or its designees shall decide how such Internet access capacity shall be allocated.

(b) Within sixty (60) days of the Execution Date of this Renewal License, the Licensee shall provide the Town with Domain-Name-Service ("DNS").

(c) Within sixty (60) days of the Execution Date of this Renewal License, the Licensee shall provide the Town with up to thirty (30) public, static IP addresses.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

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

The Issuing Authority, its designee(s) and/or the Access Corporation, each as shall be designated by the Issuing Authority from time to time, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---**PUBLIC ACCESS CORPORATION**

The Access Corporation shall provide the following Public Access services:

(1) Schedule, operate and program the Public Access Channel provided in accordance with Section 6.3 below;

(2) Operate and maintain a Public Access studio in the Town;

(3) Conduct training programs in the skills necessary to produce quality Public Access programming;

(4) Provide technical assistance, pre-production services, post-production services and production services to Public Access Users, using Access Corporation staff and volunteers;

(5) Establish rules, procedures and guidelines for use of the Public Access Channel;

(6) Accomplish such other tasks relating to the operation, scheduling and/or management of Public Access Channels, facilities and equipment as appropriate and necessary; and

(7) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3---**PEG ACCESS CHANNELS**

(a) The Licensee shall make available to the Issuing Authority and/or its designee(s) three (3) full-time Subscriber Network Downstream Channels for PEG Access purposes.

(b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the Town, Public School Department and/or the Access Corporation, and shall be subject to the control and management as designated by the following, or as otherwise determined by the Issuing Authority:

1. The Public Access Channel(s) shall be under the control of the designated Access Corporation;
2. The Education Access Channel(s) shall be under the control of the Framingham Public School Department; and,
3. The Government Access Channel(s) shall be under the control and management of the Issuing Authority or its designee.

(c) While the Licensee retains sole discretion for channel placement, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without the advance, written notice to the Issuing Authority and the Access Corporation.

Section 6.4---PEG ACCESS EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide payments to the Issuing Authority, its designee(s) and/or the Access Corporation, as directed by the Issuing Authority to the Licensee in writing, totaling the amount of One Hundred Thousand Dollars (\$100,000.00) to be used to purchase and/or lease PEG Access equipment and facilities, payable in the amount of Ten Thousand Dollars (\$10,000.00) on February 15th of each year of this Renewal License.

(b) In no case shall the \$100,000.00 equipment and facilities payments be counted against either (i) any License Fee payment, required by Section 7.1 infra; and/or (ii) the annual PEG Access/Cable-Related Funding, pursuant to Section 7.2 infra; and/or (iii) any other fees or payments required by applicable laws. The payments in paragraph (a) above shall be made directly to the Issuing Authority, and/or its designee(s) and/or the Access Corporation, as directed by the Issuing Authority.

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

Section 6.5---EQUIPMENT OWNERSHIP

The Issuing Authority, its designee(s) and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 6.4 supra. The Licensee shall have no obligation, to maintain, insure, replace or repair any such PEG Access equipment.

January 27, 2009

Section 6.6---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the three (3) PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Issuing Authority, its designee(s) and/or the Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

Section 6.7---PEG ACCESS CABLECASTING

(a) In order that the Issuing Authority, its designee(s) and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or the Access Corporation, then transmitted from (1) Framingham Town Hall, (2) Framingham High School, and/or (3) the Public Access studio to the Cable System Headend or Hub, on an Upstream I-Net Channel made available, without charge, to the Issuing Authority, its designee(s) and/or the Access Corporation for their use.

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority, its designee(s) and/or the Access Corporation for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite Signal processing equipment. The Issuing Authority, its designee(s) and/or the Access Corporation shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Licensee's equipment and/or the Town's or the Access Corporation's equipment shall be at the output of the Town's and/or the Access Corporation's modulator(s) at (1) Framingham Town Hall, (2) Framingham High School, and/or (3) the Public Access studio.

Section 6.8---CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE PAYMENT

(a) Pursuant to M.G.L. 166A Section 9, as may be amended, the Licensee shall pay to the Town, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amount as may be permitted by applicable law(s).

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the annual funding for PEG Access/Cable-Related Funding pursuant to Section 7.2 below; and (ii) any License Fees that may be payable to the Town and the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the equipment payments payable to the Issuing Authority, its designee(s) and/or the Access Corporation pursuant to Section 6.4 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) The License Fees shall be paid annually to the Town throughout the term of the Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.2---PEG ACCESS/CABLE-RELATED FUNDING

(a) The Licensee shall continue to make License Fee payments to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) supra, payable on a quarterly basis. Subject to paragraph (a)(i) below, said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; (ii) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December; (iii) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; and (iv) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June.

(i) The first 5% payment under this Renewal License shall be made on or before May 15, 2009 for the previous period from January 1, 2009 through March 31, 2009.

January 27, 2009

(ii) The second 5% payment under this Renewal License shall be made on or before August 15, 2009 for the previous three (3) month period from April 1, 2009 through June 30, 2009.

(iii) Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (a) above.

(b) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 8**. If the Licensee's quarterly payments to the Issuing Authority were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.

(c) In no case shall said five percent (5%) payment(s) include the capital funding required by Section 6.4 supra. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(d) In the event that the PEG Access/Cable-Related Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority pursuant to this Section 7.2(d) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

(b) The term "License Fee" shall have the meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

Section 7.4---**LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before the dates fixed in Sections 7.1 and 7.2 above, interest due on such fee(s) shall accrue thirty (30) days from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 and/or Section 7.2 above and shall be within the exclusion to the term "Franchise Fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.5---**RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority and shall occur in no event later than three (3) years after each quarterly License Fee is tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have twenty-one (21) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Three Thousand Dollars (\$3,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

Section 7.6---**AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws.

Section 7.7---**METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Issuing Authority pursuant to this Renewal License shall be made payable to the Town.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all Cable Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each Service offered.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 9**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

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

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

The Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours.

Section 8.5---**SENIOR CITIZEN DISCOUNT**

(a) The Licensee shall provide senior citizens in Framingham a discount of Two Dollars (\$2.00) per month off of the Licensee's Basic Service. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head-of-the-household and (2) receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Services benefits. The Licensee reserves the right to adjust this discounted rate proportionately in accordance with any change in the rate for Basic Service.

(b) The Town will make its best efforts to assist the Licensee in the continued implementation of said Senior Citizen discount.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as additional named insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional named insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

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

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

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

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

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

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

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

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(d) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal License under which the Town may immediately suspend operations under this Renewal License.

Section 9.2---**PERFORMANCE BOND**

(a) The Licensee shall continue to maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00) Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---**REPORTING**

Upon renewal of any insurance policies and/or the performance bond required herein and/or upon the written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (a) all insurance policies as required herein and (b) the performance bond as required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority of a claim or action pursuant to this Section 9.4.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

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

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

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

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response, and the Institutional Network; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

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

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6---JURISDICTION AND VENUE

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

ARTICLE 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES- LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

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

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

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

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

(i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(ii) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

Section 11.2---**LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

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

(2) For failure to operate and maintain the Institutional Network in accordance with Section 3.2 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with the timelines in Article 6 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues; provided, however, that Sections 6.4, 6.5 and 6.6 supra are not subject to assessment of liquidated damages only during such time that interest charges are being levied.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 infra, and Exhibit 9 attached hereto, Two Hundred Fifty Dollars (\$250.00) per day that any such non-compliance continues.

(6) For failure to comply with the technical standards, pursuant to Section 3.5 herein and Exhibit 2 attached hereto, Two Hundred Twenty-Five Dollars (\$225.00), for each day that any such non-compliance continues.

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

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

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

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

Section 11.4---**TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5---**NOTICE TO TOWN OF LEGAL ACTION**

In the event that the Issuing Authority or the Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Issuing Authority or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, if possible, which is the subject of any proposed legal action, in good faith with the other party.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

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

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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

(c) A waiver of any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority or the Town at any other time. In order for any waiver of the Issuing Authority, the Town or the Licensee to be effective, it shall be in writing. The failure of the Issuing Authority, Town or the Licensee to take any action in the event of any breach by the other party shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority, the Town or the Licensee to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

During the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff its full-time customer service office in the Town of Framingham, for the purpose of, among other things, receiving customer payments and receiving returned or exchanged equipment.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee's main customer service office(s) shall have a publicly listed local telephone connection for Framingham Subscribers.

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

(c) A Subscriber shall receive a busy signal less than three (3%) of the time that the Licensee's customer service call center is open for business, measured on a quarterly basis, under Normal Operating Conditions.

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

Section 12.3---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible within a four (4) hour time block in accordance with 47 C.F.R. §76.309(c)(2)(iii), and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays). In the event that the Licensee misses a scheduled service visit, the Licensee shall provide the Subscriber or customer with a priority service call.

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

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

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

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

(e) The Licensee shall respond to all requests for service or repair that are received during the business hours described in Section 12.1. All of such requests shall be handled on the same day, if possible, provided that said service Complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(f) The Licensee shall remove all Subscriber Drop Cables, within thirty (30) days of receiving a request from a Subscriber to do so.

Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 10**.

Section 12.5---BUSINESS PRACTICE STANDARDS

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

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill

- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 12.6---COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints/inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority or its designee(s) with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
 - (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.
- (c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.7---DAMAGE OR LOSS OF EQUIPMENT

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

Section 12.8---REMOTE CONTROL DEVICES

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

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

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

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

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

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

Section 12.11---**PRIVACY WRITTEN NOTICE**

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

Section 12.12---**MONITORING**

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

**Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS
AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

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

Section 12.16---PRIVACY STANDARDS REVIEW

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

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding (1) the Licensee, its business and operations with respect to the Cable System, and/or (2) any Affiliated Person(s), with respect to the computation of Gross Annual Revenues, if applicable, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

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

Section 13.2---FINANCIAL REPORTS

(a) Upon the written request of the Issuing Authority after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Commission Forms 200 showing a balance sheet sworn to by the Licensee's authorized Financial Officer.

(b) Any other reports required by State and/or federal law to be filed with the Issuing Authority.

Section 13.3---CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed; and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

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

Section 13.5---SUBSCRIBER COMPLAINT REPORT

The Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 10**, to the Issuing Authority, or his designee, as required by the Cable Division.

Section 13.6---ANNUAL PERFORMANCE TESTS

Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on a twice-yearly basis, performance tests to ensure compliance with the technical specifications in **Exhibit 1** attached hereto.

Section 13.7---DUAL FILINGS

To the extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.8---ADDITIONAL INFORMATION

At any time during the term of this Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to this Renewal License and subject to Section 13.1 supra.

Section 13.9---INVESTIGATION

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency.

ARTICLE 14
EMPLOYMENT

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

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

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

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

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

Section 15.2---CAPTIONS

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

Section 15.3---SEPARABILITY

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

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

Section 15.6---**WARRANTIES**

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

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

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of this Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Execution Date of this Renewal License.

Section 15.7---**FORCE MAJEURE**

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

Section 15.8---REMOVAL OF ANTENNAS

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

Section 15.9---SUBSCRIBER TELEVISION SETS

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

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

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

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Framingham, Framingham Town Hall, 150 Concord Street, Framingham, Massachusetts 01702, with one (1) copy to the Town Counsel, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President of Regulatory Affairs, RCN, 105 West First Street, South Boston, MA 02127, with one (1) copy to 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 receipt.

(c) All required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself the right to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License. The Licensee reserves the right to contest such intervention.

Section 15.14---TERM

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

EXHIBITS

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-

January 27, 2009

system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz. *etc.*); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	limit (micro-volt/ meter)	Signal leakage Distance in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

INSTITUTIONAL NETWORK LOCATIONS

<u>Town RCN Fiber connection</u>	<u>Address</u>
Animal Control	160 Western Ave
Athenauem Hall	Concord Street
Barbieri Elementary School	100 Dudley Road
Brophy School	575 Pleasant Street
Callahan Senior Center COA (New)	535 Union Ave
Cameron School	215 Elm Street
Charlotte Dunning School	48 Frost Street
Comcast LO/Access Studio	Burr St
Community College (MA Bay)	19 Flagg Drive
Community Police Hollis St Substation	160 Hollis St
Community Police Shopper's World Substation	Shoppers World
Cushing Chapel	Dudley Road
Cushing Park Academy Building	South Road
Farley Memorial Annex (old COA)	123 Union Ave
Fire Concord St	520 Concord St
Fire Dispatch	1055 Worcester Road
Fire HQ	10 Loring Dr/Irving St
Fire Water St	789 Water St
Fire Watson Place	Watson Place
Fuller Middle School	31 Flagg Street
G. P. King School Admin	454 Water Street
Hemenway School	729 Water Street
Henry St Garage	Henry St Ext
High School	"115 "A" Street"
Incinerator (RDC)	Dudley Road
Juniper Hill School	29 Upper Joycelyn Ave
Loring Arena	159 Fountain St
Main Library	49 Lexington St
Maynard Building	14 Vernon St
McCarthy School	8 Flagg Drive
Musterfield Housing	26 Arsenal Road
Parking Garage	Pearl St
Parks and Recreation	475 Union Ave
PEG Access Studio	31 Flagg Street

**EXHIBIT 2
I-NET LOCATIONS
PAGE TWO**

Town RCN Fiber connection

Address

Pelham Police Sub Station	Beaver Park Road
Police HQ	81 Union Avenue
Potter Road School	492 Potter Road
Public Works Garage	100 Western Ave
Saxonville Library	Nicholas Road
Stapleton School	25 Elm Street
Thayer Alternative HS (formerly Lawrence Street School)	50 Lawrence St
"Town Hall Nevins Auditorium Memorial Offices, "	150 Concord St.
Transportation	165 Fountain St
Village Hall	Edgell Road
W/S Edgell Rd Water	645 Edgell St
W/S Rt9 Sewer	700 Worcester Road
W/S Elm St Water	135 Elm St
W/S Grove St. Water	529 Grove St
W/S Henry King Sewer	5 Watson Place
W/S Pleasant St Water	1079 Pleasant
Walsh Middle School	301 Brook Street
Woodrow Wilson School	169 Leland Street

In Process:

Utility pole at Route 9 and Lockland Ave

EXHIBIT 3

FUTURE INSTITUTIONAL NETWORK LOCATIONS

(1) W/S Central St. Sewer Pump Stn.	472-4 Central St
(2) W/S Hemenway Sewer Pump Stn.	68R Hemenway
(3) W/S Sewer Speen St	Speen Street
(4) W/S Pumping Station	38 Oakcrest Dr.
(5) W/S Pumping Station	2 Goodnow Lane
(6) W/S Pumping Station	300 Winter St
(7) Water Tank	16 Indian Head
(8) Water Tank	19 Checkerberry
(9) Water Tank	367 Brimstone Lane

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

EXHIBIT 4

THREE-PARTY INSTITUTIONAL NETWORK AGREEMENT

(See Attached)

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

BOARD OF SELECTMEN
MEMORIAL BUILDING
150 CONCORD STREET
FRAMINGHAM, MA 01702

January 27, 2009

Thomas Steel
Vice-President and Regulatory Counsel
RCN-BecoCom, Inc.
105 West First Street
South Boston, MA 02127

Neven Rabadjija
Associate General Counsel
NSTAR Communications, Inc.
800 Boylston Street, 17th Floor
Boston, MA 02199

RE: RCN Institutional Network in Framingham

Dear Mr. Steel and Mr. Rabadjija:

I am writing to you as Chairman of the Board of Selectmen, statutory Issuing Authority for the Town of Framingham, MA (the "Town"). The Board of Selectmen is expected to grant a Cable Television Renewal License to RCN-BecoCom, Inc. ("RCN") on January 27, 2009. The Selectmen are aware that the Town's Cable Advisory Committee has raised concerns about the status of the Institutional Network (the "I-Net") over the term of the new Renewal License. It is our understanding that while RCN is the Licensee in Framingham and maintains and operates the I-Net, NSTAR Communications, Inc., a subsidiary of NSTAR, actually owns the fiber infrastructure; RCN itself has an indefeasible right-of-use ("IRU") of the fiber strands comprising the I-Net. To that end, the Selectmen would like to have an agreement between the Town, RCN and NSTAR Communications on this matter, as memorialized below:

In the event that (i) RCN in any manner abandons the two (2) fibers that comprise the Framingham Institutional Network ("I-Net"), and (ii) the Renewal License, dated January 27, 2009, is not transferred to another party in accordance with said Renewal License, then said two-fibers will continue to be made available by NSTAR Communications for use by the Town of Framingham, for continued use by the Town of Framingham as its I-Net, in accordance with the Renewal License.

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

Thomas Steel
Neven Rabadjija
January 27, 2009

This agreement is made with the express understanding that while NSTAR Communications owns the fiber cable, and has certain maintenance obligations regarding the fiber cable as a whole (as long as it is being compensated for such maintenance, in accordance with its IRU agreement), NSTAR Communications does not, and will not (a) provide any "lit fiber" services or equipment; (b) provide any operational, diagnostic, repair or maintenance services with respect to specific strands of fiber; (c) provide any fiber or cable relocation (e.g. transfer from pole to pole), replacement, repair or reconfiguration (e.g. new laterals, or reconfiguration of connections) services, except if it chooses to do so, upon specific request and with full reimbursement of costs and overhead.

In other words, NSTAR Communications agrees hereby to simply provide a passive availability of the fibers currently comprising the I-Net so long as the cable is in place, and not to provide an active service of the kind RCN may now provide under its existing or new Renewal License with the Town.

In addition, in the event of RCN's demise, if the IRU Agreement were not assumed by another carrier and continued, then NSTAR Communications reserves all rights, and accepts no limitation on its right to sell or re-use all or any part of the fiber network in its own best financial interest, including the two fibers reserved to the Town, but subject to the Town's continuing access to such two fibers, as specified herein, so long as the cable is in place.

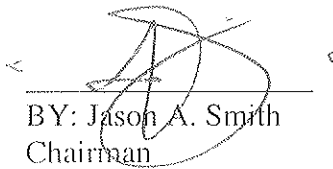
I would appreciate it if you would indicate your agreement with the foregoing by signing below.

Thank-you for your assistance in this matter.

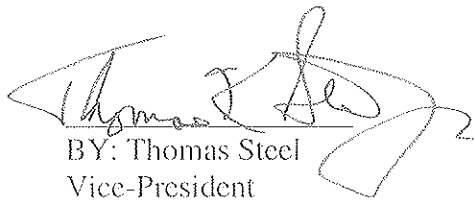
-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

Thomas Steel
Neven Rabadjija
January 27, 2009

The Town of Framingham


BY: Jason A. Smith
Chairman

RCN-BecoCom, Inc.


BY: Thomas Steel
Vice-President

NSTAR Communications, Inc.


BY: Neven Rabadjija
Attorney for NSTAR Communications, Inc.

EXHIBIT 5

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

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

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

(RCN to Provide)

RCN SIGNATURE



SIGNATURE

- 1 Video ON DEMAND
- 2 WGBH 02
- 3 Local Access
- 4 WBZ CBS 4
- 5 WCVB ABC 5
- 6 WFXT Fox 25
- 7 WHDH NBC 7
- 8 RCN TV
- 9 WENH PBS 11
- 10 WIVI CW 56
- 11 WSBK (UPN 38)
- 12 WPBX (ON 68)
- 13 Local Access
- 14 WGBX PBS 44
- 15 Local Access
- 16 WNEU Telemundo 60
- 17 WUNI Univision
- 18 WZMY MyTV 50
- 19 WWDP ShopNBC
- 20 WYDN 48
- 21 WMFP Jewelry TV
- 22 WUTB Telefe 66
- 23 QVC
- 24 HSN
- 25 WGN
- 26 Local Access
- 27 Boston Catholic TV
- 28 WGBH Kids
- 29 WGBH World
- 30 WGBH Create
- 31 Local Access
- 32 Local Access
- 33 BET
- 34 A&E
- 35 Bravo
- 36 TBS
- 37 TNT
- 38 USA
- 39 Spike TV
- 40 FX
- 41 SCI FI
- 42 E!
- 43 truTV
- 44 Comedy Central
- 45 Animal Planet
- 46 Realz
- 47 Fox Movie Channel
- 48 AMC
- 49 Turner Classic Movies
- 50 MTV
- 51 VH1
- 52 QVC
- 53 HSN
- 54 Jewelry TV
- 55 ShopNBC
- 56 Lifetime Movie Network
- 57 Lifetime
- 58 WVE
- 59 SOAPnet
- 60 American Life
- 61 TV Land
- 62 ABC Family
- 63 Food Network
- 64 HGTV
- 65 Galavisión
- 66 Cartoon Network
- 67 Nickelodeon
- 68 Disney Channel
- 69 Disney Channel (West)
- 70 Qubo
- 71 EWTN
- 72 TBN
- 73 Inspirational
- 74 The Word
- 75 C-SPAN
- 76 C-SPAN2
- 77 C-SPAN3
- 78 CNN
- 79 Headline News
- 80 CNBC
- 81 MSNBC
- 82 Fox News Channel
- 83 NECN
- 84 The Weather Channel
- 85 ABC News Now
- 86 NASA TV
- 87 Panagiot Channel
- 88 Travel Channel
- 89 Discovery Channel
- 90 History
- 91 TLC
- 92 Fox Soccer Channel
- 93 ESPN
- 94 ESPN2
- 95 ESPNNEWS
- 96 ESPN Classic

- 367 NESN
- 370 Comcast SportsNet
- 901 Passtime Games
- 998 Passtime Puzzle
- 999 Remote Programming Wizard

INCLUDED HD

- 602 WGBH (PBS) HD
- 604 WBZ CBS HD
- 605 WCVB ABC HD
- 606 WSBK 38 HD
- 607 WHDH NBC HD
- 609 WFXT FOX HD
- 611 WIVI CW HD
- 612 NESN HD
- 620 A&E HD*
- 621 Bravo HD*
- 622 TBS HD
- 623 TNT HD
- 624 USA HD
- 625 Spike TV HD*
- 626 FX HD
- 627 WGN HD*
- 630 Sci-Fi HD
- 631 Animal Planet HD
- 634 Palladia*
- 639 Lifetime HD
- 640 Lifetime Movie Network HD
- 641 ABC Family HD
- 642 Food Network HD
- 643 HGTV HD
- 645 Planet Green HD
- 647 Disney Channel HD
- 650 CNN HD
- 651 CNBC HD
- 653 Fox News HD
- 655 The Weather Channel HD
- 660 Travel Channel HD
- 661 Discovery HD
- 662 History HD
- 663 TLC HD
- 681 ESPN HD
- 682 ESPN2 HD
- 683 ESPNNEWS HD
- 685 Comcast SportsNet HD

MUSIC CHOICE

B51.895

HBO

- 400 HBO
- 401 HBO Family
- 402 HBO 2
- 403 HBO Signature
- 404 HBO Zone
- 405 HBO Comedy
- 406 HBO Latino
- 700 HBO HD
- 701 HBO Family HD
- 702 HBO 2 HD
- 703 HBO Signature HD
- 704 HBO Zone HD
- 705 HBO Comedy HD

CINEMAX

- 410 CINEMAX
- 411 MoreMAX
- 412 ThrillerMAX
- 413 ActionMAX
- 414 WMAX
- 415 @MAX
- 416 5Star MAX
- 417 OMAX
- 710 Cinemax HD
- 711 MoreMAX HD
- 713 ActionMAX HD

SHOWTIME

- 420 Showtime
- 421 Showtime Too
- 422 Showtime Showcase
- 423 Showtime Extreme
- 424 Showtime Beyond
- 720 Showtime HD
- 721 Showtime Too HD*
- 425 The Movie Channel
- 426 TMC xtra
- 427 Filz
- 726 The Movie Channel HD

RCN PREMIERE—Includes all Signature channels

encore

- 113 Chiller
- 123 TVOne
- 126 BBC America
- 128 GSN
- 129 Fox Reality
- 130 LOGO
- 130 Encore
- 131 Encore Action
- 132 Encore Drama
- 133 Encore Love
- 134 Encore Mystery
- 135 Encore Wam
- 136 Encore Westerns
- 138 IFC
- 139 Sundance Channel
- 161 MTV2
- 162 MTV Hits
- 163 MTV Jams
- 164 MTV Tr3s
- 166 VH1 Classic
- 167 VH1 Soul
- 170 CMT
- 171 CMT Pure Country
- 178 Fuse

CHILD AND FAMILY

- 204 Lifetime Real Women
- 210 Oxygen
- 212 Hallmark Channel
- 215 Planet Green
- 216 DIY Network
- 217 FINE LIVING
- 218 Style
- 245 The N
- 246 Nick Too
- 247 Nicktoons
- 248 NOGGIN
- 249 Boomerang
- 252 Toon Disney
- 255 Discovery Kids
- 256 PBS Sprout



NEWS & INFORMATION

- 307 CNN International
- 316 Fox Business News
- 325 BLOOMBERG TELEVISION
- 326 CurrentTV
- 336 Discovery Health
- 337 Investigation Discovery
- 341 History International
- 346 BIO
- 348 Military Channel
- 350 National Geographic Channel
- 351 Science Channel

SPORTS

- 368 ESPN2
- 375 Speed
- 380 CBS College Sports
- 381 The Golf Channel
- 382 VERSUS
- 383 FUEL TV
- 384 G4
- 385 Go!TV
- 386 HRTV
- 387 TVG
- 388 NHL
- 389 NFL Network
- 390 Tennis Channel
- 391 MLB Network

INCLUDED HD

- 646 Style HD*
- 648 Toon Disney HD
- 654 Fox Business News HD
- 664 BIO HD
- 670 National Geographic Channel HD
- 671 Science Channel HD
- 680 ESPN2 HD
- 689 Speed HD
- 690 NFL Network HD
- 691 Versus HD
- 692 Tennis Channel HD*
- 693 NHL HD
- 694 Golf HD
- 695 MLB Network HD

PREMIUM CHANNELS



STARZ

- 430 Starz
- 431 Starz Kids & Family
- 432 Starz Edge
- 433 Starz Cinema
- 434 Starz in Black
- 435 Starz Comedy
- 730 Starz HD
- 731 Starz Kids HD
- 732 Starz Edge HD
- 733 Starz Comedy HD

INTERNATIONAL

- 469 ART America (Arabic)
- 474 MYX (Pan Asian)
- 477 TV Asia (Hindi)
- 478 Zee TV (Hindi)
- 479 ITV (South Asian)*
- 480 STAR India Gold (South Asian)
- 481 STAR India Plus (South Asian)
- 482 STAR India One (South Asian)
- 488 CCTV-4
- 489 Citi Zhong Tian
- 497 MBC (Korean)*
- 498 Mt24 (Korean)
- 504 TV Japan
- 507 RAI International (Italian)
- 508 SkyTG24 (Italian)*
- 515 TV5Monde (French)
- 521 Antenna Satellite (Greek)
- 528 CTR (Russian)
- 529 RTN (Russian)
- 535 TFC (Filipino)
- 536 GMA Pinoy (Filipino)
- 537 GMA Life (Filipino)
- 540 RTP1
- 541 TV Globo
- 549 Setanta Sports (European)

MI VISIÓN

- Paquete de Variedades (Variety)
- 550 De Palicula
- 551 Cine Mexicano
- 552 CineLatino
- 553 MTV Tr3s
- 554 hTV musica

- 555 Teleshil
- 556 Rikman Latino
- 557 LaTale Novela
- 558 Utilisima
- 560 Discovery en Espanol
- 561 Infinito
- 562 TV Espanola Internacional
- 563 CNN en Espanol
- 564 Docu TVE
- 565 History en Espanol
- 566 Paqueta de Deportes (Sports)
- 570 ESPN Deportes
- 571 Fox Sports en Espanol
- 572 Go!TV
- 573 AYM
- 574 Paqueta de Paises (Country)
- 580 WAPA America
- 581 Telemicro Internacional
- 582 Caracol TV
- 583 Ecuaviso
- 584 Once Mexico
- 585 SUR Mexico
- 586 Paqueta para Niños (Kids)
- 590 Discovery Familia
- 591 ¡Sopressa!
- 592 La Familia Cosmovision
- 593 Toon Disney (SAP)
- 594 Boomerang (SAP)

HD PREMIUMS

- 750 Discovery HD Theater
- 751 Smithsonian HD
- 760 HDNet
- 761 HDNet Movies
- 762 MGM HD
- 763 Universal HD

PAY-PER-VIEW

- 911 Pay-Per-View Events & Movies
- 915 Penthouse TV (Adult)
- 916 TENClips (Adult)
- 917 TENBlue (Adult)
- 918 TENBlox (Adult)
- 919 TENReal (Adult)
- 920 Playbay TV (Adult)*
- 941 MLB Extra Innings/NHL Center ice
- 980 NBA League Pass
- 999 Remote Programming Wizard

* Coming Soon

Not all services available in all areas. Restrictions may apply. Channel lineup and availability subject to change. HD labels and logos are used to denote HD programming. Digital converter box required on all televisions to receive RCN digital TV. Channel lineup correct as of January 2007. Circled numbers subject to change. ©2007 RCN Broadband, Inc. All rights reserved. 6085-1479



EXHIBIT 6

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS**

The following public buildings and non-profit organizations shall continue to receive Drops and/or Outlets and the monthly Basic Service at no charge:

(1) Town Hall	150 Concord Street
(2) Village Hall	Edgell Road
(3) Athenaeum Hall	Concord Street
(4) Police Station	81 Union Street
(5) Loring Arena	159 Fountain Street
(6) Saxonville Library	Nicholas Road
(7) Main Library	49 Lexington Road
(8) Farley Memorial Annex	123 Union Avenue
(9) Fire Station	1055 Worcester Street
(10) Fire Station	520 Concord Street
(11) Fire Station	789 Water Street
(12) Parking Garage	Pearl Street
(13) Fire House	10 Loring Drive and Irving Street
(14) Fire Station	Watson Place
(15) Public Works Building	100 Western Avenue
(16) Callahan Senior Center	535 Union Avenue
(17) Parks and Recreation	475 Union Avenue
(18) Jonathan Maynard Building	14 Vernon Street
(19) Hollis Street Community Center	160 Hollis Street

EXHIBIT 7

**FREE DROPS AND MONTHLY SERVICE
TO SCHOOL BUILDINGS**

The following school buildings shall continue to receive Drops and/or Outlets and the monthly Basic Service at no charge:

(1) Barbieri Elementary School	100 Dudley Road
(2) Brophy School	575 Pleasant Street
(3) Charlotte Dunning School	48 Frost Street
(4) Community College	19 Flagg Drive
(5) G.P. King School	454 Water Street
(6) Hemenway School	729 Water Street
(7) Juniper Hill School	29 Upper Joycelyn Avenue
(8) Miriam McCarthy School	8 Flagg Drive
(9) Framingham High School	115 "A" Street
(10) Potter Road School	492 Potter Road
(11) Stapleton School,	25 Elm Street
(12) Fuller Middle School	31 Flagg Street
(13) Walsh Junior High School	301 Bronx Street
(14) Woodrow Wilson School	169 Leland Street
(15) Cameron Middle School	215 Elm Street
(16) Lawrence Street School	50 Lawrence Street
(17) Framingham Educational Studio	115 "A" Street

EXHIBIT 8

GROSS ANNUAL REVENUES REPORTING FORM

Company: **RCN-BecoCom, Inc., Inc.**

Municipality: **Framingham, Massachusetts**

Annual Revenue Period: _____ Calendar Year: _____

I. Composition of Total Revenues Subject to License Fee:

Revenue Adjustment (specify)	Totals
Totals by Service:	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]
Totals by Non Service:	
Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Franchise Fees	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]
Total Gross Revenue	\$ [enter total]
License Fee (5%)	\$ [enter % of total]
Fee on Fee (5%)	\$ [enter % of %]
License Fee Due	\$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance, etc.

Authorized RCN Representative:

Date: _____

EXHIBIT 9

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

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

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 10

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

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

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

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

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

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

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

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

(1) Cable system office hours and telephone availability---

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

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

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

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

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

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

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

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

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

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

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

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

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

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

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

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

(1) Products and services offered;

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

(3) Installation and service maintenance policies;

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

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

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

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

(ii) Billing--

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

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

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

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

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

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

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are

-Town of Framingham Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
January 27, 2009

open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

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

EXHIBIT 10

MASSACHUSETTS CABLE DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time:

Manner of Resolution:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days
A. Resolved to the satisfaction of both parties, B. Resolved, customer dissatisfied, C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Framingham, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by RCN BecoCom, Inc., this 27th day of January, 2009.



Jason A. Smith
Chairman

A. Ginger Esty

Dennis L. Giombetti

Laurie A. Lee

Charlie Sisitsky

The Board of Selectmen,
as Issuing Authority



RCN BecoCom, Inc.

BY: Richard Wadman

TITLE: SUP-6M

BOARD OF SELECTMEN
MEMORIAL BUILDING
150 CONCORD STREET
FRAMINGHAM, MA 01702

January 27, 2009

Thomas Steel
Vice-President and Regulatory Counsel
RCN-BecoCom, Inc.
105 West First Street
South Boston, MA 02127

Neven Rabadjija
Associate General Counsel
NSTAR Communications, Inc.
800 Boylston Street, 17th Floor
Boston, MA 02199

RE: RCN Institutional Network in Framingham

Dear Mr. Steel and Mr. Rabadjija:

I am writing to you as Chairman of the Board of Selectmen, statutory Issuing Authority for the Town of Framingham, MA (the "Town"). The Board of Selectmen is expected to grant a Cable Television Renewal License to RCN-BecoCom, Inc. ("RCN") on January 27, 2009. The Selectmen are aware that the Town's Cable Advisory Committee has raised concerns about the status of the Institutional Network (the "I-Net") over the term of the new Renewal License. It is our understanding that while RCN is the Licensee in Framingham and maintains and operates the I-Net, NSTAR Communications, Inc., a subsidiary of NSTAR, actually owns the fiber infrastructure; RCN itself has an indefeasible right-of-use ("IRU") of the fiber strands comprising the I-Net. To that end, the Selectmen would like to have an agreement between the Town, RCN and NSTAR Communications on this matter, as memorialized below:

In the event that (i) RCN in any manner abandons the two (2) fibers that comprise the Framingham Institutional Network ("I-Net"), and (ii) the Renewal License, dated January 27, 2009, is not transferred to another party in accordance with said Renewal License, then said two-fibers will continue to be made available by NSTAR Communications for use by the Town of Framingham, for continued use by the Town of Framingham as its I-Net, in accordance with the Renewal License.

Thomas Steel
Neven Rabadjija
January 27, 2009

This agreement is made with the express understanding that while NSTAR Communications owns the fiber cable, and has certain maintenance obligations regarding the fiber cable as a whole (as long as it is being compensated for such maintenance, in accordance with its IRU agreement), NSTAR Communications does not, and will not (a) provide any "lit fiber" services or equipment; (b) provide any operational, diagnostic, repair or maintenance services with respect to specific strands of fiber; (c) provide any fiber or cable relocation (e.g. transfer from pole to pole), replacement, repair or reconfiguration (e.g. new laterals, or reconfiguration of connections) services, except if it chooses to do so, upon specific request and with full reimbursement of costs and overhead.

In other words, NSTAR Communications agrees hereby to simply provide a passive availability of the fibers currently comprising the I-Net so long as the cable is in place, and not to provide an active service of the kind RCN may now provide under its existing or new Renewal License with the Town.

In addition, in the event of RCN's demise, if the IRU Agreement were not assumed by another carrier and continued, then NSTAR Communications reserves all rights, and accepts no limitation on its right to sell or re-use all or any part of the fiber network in its own best financial interest, including the two fibers reserved to the Town, but subject to the Town's continuing access to such two fibers, as specified herein, so long as the cable is in place.

I would appreciate it if you would indicate your agreement with the foregoing by signing below.

Thank-you for your assistance in this matter.

ARTICLE 1
DEFINITIONS

Section 1.1	Definitions	4
-------------	-------------	---

ARTICLE 2
GRANT OF RENEWAL LICENSE

Section 2.1	Grant of Renewal License	9
Section 2.2	Term of Renewal License	9
Section 2.3	Non-Exclusivity of Renewal License	10
Section 2.4	Police and Regulatory Powers	10
Section 2.5	Removal or Abandonment	11
Section 2.6	Transfer of Renewal License	11
Section 2.7	Effect of Unauthorized Transfer Action	12

ARTICLE 3
SYSTEM DESIGN

Section 3.1	Subscriber Network	13
Section 3.2	Institutional Network	13
Section 3.3	Parental Control Capability	15
Section 3.4	Emergency Alert Override Capacity	15

ARTICLE 4
MAINTENANCE AND OPERATION

Section 4.1	Service Available to all Residents	16
Section 4.2	Location of Cable Television System	16

Section 4.3	Underground Facilities	17
Section 4.4	Tree Trimming	17
Section 4.5	Restoration to Prior Condition	17
Section 4.6	Temporary Relocation	17
Section 4.7	Disconnection and Relocation	18
Section 4.8	Safety Standards	18
Section 4.9	Pedestals	18
Section 4.10	Private Property	18
Section 4.11	Right to Inspection of System	19
Section 4.12	Cable System Maps	19
Section 4.13	Service Interruption	19
Section 4.14	Service Outage Notification	19
Section 4.15	"Dig Safe"	20

**ARTICLE 5
SERVICES AND PROGRAMMING**

Section 5.1	Basic Service	21
Section 5.2	Programming	21
Section 5.3	Leased Channels for Commercial Use	21
Section 5.4	VCR/DVD/Cable Compatibility	21
Section 5.5	Scrambling	22
Section 5.6	Continuity of Service	22
Section 5.7	Free Drops and Monthly Service to Public Buildings	22

Section 5.8	Free Drops and Monthly Service to Public Schools	23
Section 5.9	Provision of Internet Service to the Town	23

**ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL
ACCESS FACILITIES AND SUPPORT**

Section 6.1	Public, Educational & Governmental Access	24
Section 6.2	Public Access Corporation	24
Section 6.3	PEG Access Channels	24
Section 6.4	PEG Access Equipment Funding	25
Section 6.5	Equipment Ownership	25
Section 6.6	PEG Access Channel Maintenance	26
Section 6.7	PEG Access Cablecasting	26
Section 6.8	Censorship	26

**ARTICLE 7
LICENSE FEES**

Section 7.1	License Fee Payment	27
Section 7.2	PEG Access/Cable-related Funding	27
Section 7.3	Other Payment Obligations And Exclusions	28
Section 7.4	Late Payment	29
Section 7.5	Recomputation	29
Section 7.6	Affiliates Use of System	29
Section 7.7	Method of Payment	29

**ARTICLE 8
RATES AND CHARGES**

Section 8.1	Rate Regulation	30
Section 8.2	Notification of Rates and Charges	30
Section 8.3	Publication and Non-Discrimination	30
Section 8.4	Credit for Service Interruption	30
Section 8.5	Senior Citizen Discount	31

**ARTICLE 9
INSURANCE AND BONDS**

Section 9.1	Insurance	32
Section 9.2	Performance Bond	33
Section 9.3	Reporting	33
Section 9.4	Indemnification	34
Section 9.5	Notice of Cancellation or Reduction of Coverage	34

**ARTICLE 10
ADMINISTRATION AND REGULATION**

Section 10.1	Regulatory Authority	35
Section 10.2	Performance Evaluation Hearings	35
Section 10.3	Nondiscrimination	36
Section 10.4	Emergency Removal of Plant	36
Section 10.5	Removal and Relocation	36
Section 10.6	Jurisdiction and Venue	36

ARTICLE 11
DETERMINATION OF BREACH-LICENSE REVOCATION
LIQUIDATED DAMAGES

Section 11.1	Determination of Breach	37
Section 11.2	Liquidated Damages	38
Section 11.3	Revocation of Renewal License	39
Section 11.4	Termination	39
Section 11.5	Notice to Town of Legal Action	39
Section 11.6	Non-Exclusivity of Remedy	40
Section 11.7	No Waiver-Cumulative Remedies	40

ARTICLE 12
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1	Customer Service Office	41
Section 12.2	Telephone Access	41
Section 12.3	Installation Visits- Service Calls-Response Time	41
Section 12.4	FCC Customer Service Obligations	42
Section 12.5	Business Practice Standards	42
Section 12.6	Complaint Resolution Procedures	43
Section 12.7	Damage or Loss of Equipment	44
Section 12.8	Remote Control Devices	44
Section 12.9	Employee Identification Cards	44
Section 12.10	Protection of Subscriber Privacy	44

Section 12.11	Privacy Written Notice	45
Section 12.12	Monitoring	45
Section 12.13	Distribution of Subscriber Information	45
Section 12.14	Information With Respect To Viewing Habits and Subscription Decisions	46
Section 12.15	Subscriber's Right to Inspect and Verify Information	46
Section 12.16	Privacy Standards Review	46

ARTICLE 13
REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1	General	47
Section 13.2	Financial Reports	47
Section 13.3	Cable System Information	47
Section 13.4	In-House Telephone Reports	48
Section 13.5	Subscriber Complaint Report	48
Section 13.6	Annual Performance Tests	48
Section 13.7	Dual Filings	48
Section 13.8	Additional Information	48

**ARTICLE 14
EMPLOYMENT**

Section 14.1	Equal Employment Opportunity	49
Section 14.2	Non-Discrimination	49

**ARTICLE 15
MISCELLANEOUS PROVISIONS**

Section 15.1	Entire Agreement	50
Section 15.2	Captions	50
Section 15.3	Separability	50
Section 15.4	Acts or Omissions of Affiliates	50
Section 15.5	Renewal License Exhibits	50
Section 15.6	Warranties	51
Section 15.7	Force Majeure	51
Section 15.8	Removal of Antennas	52
Section 15.9	Subscriber Television Sets	52
Section 15.10	Applicability of Renewal License	52
Section 15.11	Notices	52
Section 15.12	No Recourse against the Issuing Authority	53
Section 15.13	Town's Right of Intervention	53
Section 15.14	Term	53