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January 14, 2026

Ursula Estremera, Dept Secretary
Mass. Department of Telecommunications and Cable
One Federal Street, Suite 0740
Boston, MA 02110

RE: Town of Hamilton e-filing of Verizon Renewal License

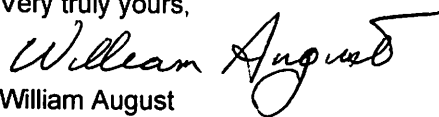
Dear Secretary Estremera:

The Town of Hamilton Select Board, in its capacity as statutory cable television license Issuing Authority, awarded a non-exclusive renewal license to Verizon New England Inc., effective June 7, 2026, a copy of which is transmitted herewith. The Town has requested that I file the renewal license with the Department with this letter as the Issuing Authority's written public statement reporting the license grant pursuant to 207 Code of Massachusetts Regulations 3.06.

The Issuing Authority states as reasons for the grant that it found that the Licensee, among other things, substantially met the renewal criteria set forth in the Cable Act, 47 U.S.C. §546 and 207 CMR 3.06 as stated in the Select Board's motion to approve the renewal license. Further to the foregoing, the Issuing Authority found that the Licensee has the financial, legal and technical ability qualifying it to operate a cable system under a renewal license and Licensee's proposals were reasonable to meet the cable needs of the Town and public. The Licensee's commitments to support the Town's local channels and operations were, among other things, material reasons for the Issuing Authority's renewal grant.

Please enter this statement in the Department's files with the Town of Hamilton's renewal license, as applicable. Thank you for your attention to this matter.

Very truly yours,


William August

Enclosure

cc: Joseph Domelowicz, Jr., Town Manager, Town of Hamilton
Select Board, Town of Hamilton
John Harrington, Counsel to Verizon
Pamela Goldstein, Verizon New England Inc.
Karyl West, Verizon New England, Inc.

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

**THE SELECT BOARD
OF THE
TOWN OF HAMILTON,
MASSACHUSETTS**

EFFECTIVE JUNE 7, 2026

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EXHIBIT

**EXHIBIT A -- MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
SUBJECT TO SECTION 3.3**

THIS CABLE TELEVISION RENEWAL LICENSE AGREEMENT (this “License” or “Agreement”) is entered into by and between the Select Board of the Town of Hamilton (the “Town”), as Issuing Authority for the grant of cable television license(s) pursuant to Massachusetts General Law, Chapter 166A (the “Massachusetts Cable Law”), and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable television licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of June 7, 2021, a nonexclusive Renewal License to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the “2021 Renewal License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the 2021 Renewal License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the 2021 Renewal License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the 2021 Renewal License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the 2021 Renewal License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal license under which Licensee will continue to operate its Cable System in the Town.

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

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. In addition, the following definitions shall apply:

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

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

1.3. *Basic Service Tier*: As set forth in federal law, any service tier which includes the retransmission of local television broadcast signals as well as the three (3) Standard-Definition PEG Access Channels required by this License.

1.4. *Cable Act or Title VI*: Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

1.5. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable ("DTC") or successor governmental agency if any.

1.6. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6).

1.7. *Cable System or System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning Licensee's 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. The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Town and shall not include the tangible Telecommunications Facilities of Licensee subject in whole or in part to Title II or of an Information Services provider.

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

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

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

1.11. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day

policies and operations or the management of corporate affairs.

1.12. *Educational Access Channel*: An Access Channel made available for the non-commercial educational or school-related use of the Issuing Authority, public schools in the Town, and/or the PEG Access Designee, as determined by the Issuing Authority.

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

1.14. *Force Majeure*: An event or events reasonably beyond the ability of a party to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions; strikes, labor disturbances, or lockouts; acts of God; acts of public enemies; orders of any kind of the government of the United States of America, the State or the Town or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities (including work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached); and unavailability of materials and/or qualified labor to perform the work necessary.

1.15. *FTTP (Fiber to the Premises) Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this License.

1.16. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or the PEG Access Designee as determined by the Issuing Authority to present non-commercial governmental and government-related programming.

1.17. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles ("GAAP"), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including without limitation the following items: subscriber fees, charges and payments collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Service); installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees (including all fees, charges and costs imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers including the License Fee and the PEG Access Support, and the PEG Grant as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue); all commercial Subscriber revenue; fees paid for channels designated for commercial use; revenue received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenue that Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and advertising revenue (after deducting sales commissions) as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers, calculated in accordance with generally accepted accounting principles; provided, however, that Gross Revenue shall not include:

1.17.1. Revenue received by any Affiliate or other Person where unrelated to signal carriage over the Cable System in the Town, including revenue received in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenue are derived from the operation of the Cable System to provide Cable Services in the Town;

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

1.17.3. Refunds, rebates or discounts made to Subscribers. or other third parties;

1.17.4. Any revenue classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; and revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

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

1.17.6. Revenue from the sale of Cable Services on the Cable System for resale to a third party in the event that the reseller is required to pay (and does pay) to the Issuing Authority Franchise Fees and other cable license fees on the resale of the Cable Services;

1.17.7. Any tax of general applicability imposed by a Town, State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable license fees but not including fees paid on Subscriber fees under Section 1.17 above);

1.17.8. Any foregone revenue which Licensee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, to public institutions designated in this License; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barbers, services or other items of value shall be included in Gross Revenue;

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

1.17.10. Program launch fees; and

1.17.11. Any fees or charges collected from Subscribers for the PEG Grant except that the PEG Grant shall be included in Gross Revenue as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue.

1.18. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high-definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.19. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

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

1.21. *Issuing Authority:* The Select Board of the Town of Hamilton, Massachusetts.

1.22. *License Fee or Franchise Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 622(g) of the Communications Act, 47 U.S.C. § 522(g), including payments made by the Licensee to the Town pursuant to Section 9 of the Massachusetts Cable Law.

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

1.24. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.25. *Non-Cable Service:* Any service that does not constitute Cable Service(s), including, but not limited to, Information Services and Telecommunications Services.

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

1.27. *PEG Access Channel:* An Access Channel made available to the Town and/or the PEG Access Designee for PEG Access Programming pursuant to the terms of this License, and managed by the Issuing Authority and/or the PEG Access Designee as determined by the Issuing Authority.

1.28. *PEG Access Designee:* Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation which is a nonprofit charitable purpose entity under Section 501(c)(3) of the Internal Revenue Code or is wholly within or is a part of a municipal department or entity.

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

laws.

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

1.31. *Public Access Channel*: An Access Channel made available by the Licensee for the non-commercial use by the residents and organizations based in the Town and/or the PEG Access Designee as determined by the Issuing Authority.

1.32. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.33. *Service Area*: The entire existing territorial limits of the Town.

1.34. *Standard-Definition ("SD") PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.35. *State*: The Commonwealth of Massachusetts.

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

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

1.37. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

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

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

1.40. *Town*: The Town of Hamilton, Massachusetts.

1.41. *Transfer of the License*: Any transaction in which: an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons. However, notwithstanding the foregoing, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of

the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

1.42. *Video Programming or Programming:* Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20).

1.43. *Video Service Provider or VSP:* Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity using any portion of the Public Rights-of-Way that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority:* Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee a nonexclusive cable television license authorizing the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the Town, in order to provide Cable Service. The Licensee's FTTP Network in the Public Rights-of-Way is subject to M.G.L. c. 166, s. 22, and as such is subject to regulation by the Town consistent with that law, including all lawful and applicable Town bylaws and regulations regarding rights-of-way and public works matters, including but not limited to any applicable provisions of M.G.L. Chapter 87 (tree trimming) and M.G.L. Chapter 82, Section 40 (dig-safe). To the extent that grants of location may be required for the ownership, operation and maintenance of the Cable System along the Public Rights-of-Way within the Town, the Town reserves the right to require that Licensee obtain grants of location and comply with such grant of location requirements.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town shall only exercise its jurisdiction over Licensee's FTTP Network to the extent it has authority to do so pursuant to federal and State law.

2.3. *Term:* The term of this License shall be for a period of five (5) years, commencing on June 7, 2026 (the "Effective Date"), and shall expire at midnight on June 6, 2031, unless sooner revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, following the thirtieth (30) month after the Effective Date, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of this License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Grant and PEG Access Support, as respectively provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5.1, 2.5.2 or 2.5.3.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the procedure and criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

(a) Commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

(b) Terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

(c) If agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

(d) If agreed by both parties, submitting the matter to mediation by a mutually acceptable mediator.

2.5.4. Modification of the PEG Grant and PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder. As stated above, the PEG Grant and PEG Access Support are not subject to modification under Sections 2.5.1, 2.5.2 or 2.5.3.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public

Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted shall not adversely impact the authority as granted under this License and shall not interfere with the Cable System or the FTTP Network.

2.7. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended from time to time, including but not limited to the Cable Act and the Massachusetts Cable Law and its implementing regulations (207 CMR).

2.8. *No Waiver:*

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

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

2.10. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

2.11. *Transfer of the License:*

2.11.1. Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and/or the FCC. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under the definition of *Transfer of the License* above, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.)

2.11.2. Pursuant to 207 CMR 4.04, as may be amended, and subject to applicable federal law, in considering a request for Transfer of this License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this License.

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

2.11.4. Licensee shall submit to the Issuing Authority an original and one (1) copy of the application and FCC Form 394 requesting such consent for Transfer of this License.

2.11.5. The transferee of any *Transfer of the License* shall be subject to all of the terms and conditions contained in this License.

2.12. *Construction of Agreement:*

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

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

2.13. *Police Powers; Change in State Law:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers, or any change to State Law, results in any material alteration of the terms and conditions of this License, then the parties shall participate in informal negotiation sessions to attempt to modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. The parties shall use their best efforts to reach a mutually agreeable amendment to this License for a period of thirty (30) business days. If, at the conclusion of such thirty (30) day period, the parties are unable to reach an agreement, then the parties shall submit the matter to non-binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The parties agree that the decision of the arbitrator shall be presented as the parties' amendment proposal pursuant to 207 CMR 3.07. This Section 2.12 shall be subject to the procedural requirements of 207 CMR 3.07, and the Licensee shall bear the cost of recording at any such public hearing held pursuant to 207 CMR 3.07.

3. **PROVISION OF CABLE SERVICE**

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay *resulting* from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiations, as reasonably determined by Licensee; (F) in areas, developments, buildings or other residential dwelling units where Licensee is unable to provide

Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units by using Licensee's existing network pathways; (G) in areas, developments, buildings or other residential dwelling units that are not habitable or where the Licensee determines, in good faith, that providing such service is not commercially reasonable; and (H) in areas where the occupied residential household density does not meet the density requirement set forth in Section 3.1.1.

3.1.1. *Density Requirement:* Subject to Section 3.1., Licensee shall make Cable Services available to residential dwelling units in all areas of the Town where the average density as of the Effective Date is equal to or greater than 20 occupied residential dwelling units per mile as measured in aerial strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line and where the average density is equal to or greater than 40 occupied residential dwelling units per mile as measured in underground strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee shall provide Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Licensee shall be allowed to recover from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber subject to Licensee not undertaking any such connection until the Subscriber consents to reimburse the Licensee for the cost, the cost of which shall, if requested by the Subscriber, be disclosed to the Subscriber in advance of Licensee's work on such a connection.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide not less than one hundred twenty (120) days written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other municipal public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their

addresses is set forth in Exhibit A. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07. For clarification, prior to Licensee providing not less than one hundred twenty (120) days written notice, or later notice, to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license as set forth above, Licensee shall continue to provide basic Cable Service to the Public Buildings designated in Exhibit A to the extent provided as of the Effective Date hereof and subject to the terms hereof.

4. SYSTEM FACILITIES

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

4.1.1. The Cable System shall be operated with an initial digital carrier passband of between 50 and 860 MHz.

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

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

4.2. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

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

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, capacity for three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

5.1.2. In addition to the three (3) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, as follows:

Starting on the Effective Date of this License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to Issuing Authority or the PEG Access Designee, as determined by the Issuing Authority, within two hundred and seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in the written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee, as determined by the Issuing Authority, may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred eighty (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. The Issuing Authority expressly acknowledges that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion following notice to the Issuing Authority not less than thirty (30) days in advance of the change. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the PEG Access Designee, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Issuing Authority and/or the PEG Access Designee determines to use such PEG Access Channel capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.2. *PEG Access Interconnection and Cablecasting:*

5.2.1. The Licensee shall continue to connect its Cable System to equipment owned by the Town and/or the PEG Access Designee at the Town's PEG Access studio located at 58 Railroad Avenue, Hamilton, Massachusetts (the "PEG Interconnection Site"). The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or the PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town and initiated by the Issuing Authority or the PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or the PEG Access Designee; provided, however,

that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or the PEG Access Designee. Any upgrade or change referenced in subsections (i) through (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, or in order to remedy a defect in equipment or facilities Licensee is responsible for pursuant to this License, including with respect to video or audio quality, shall not be deemed to be "initiated" by the Issuing Authority or the PEG Access Designee.

5.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's and/or the PEG Access Designee's PEG equipment shall be at the output of the Town's and/or the PEG Access Designee's signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for ensuring all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's or PEG Access Designee's side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

5.3. *PEG Grant:*

5.3.1. Licensee shall pay to the Issuing Authority, or to the PEG Access Designee if requested in writing by the Issuing Authority, a PEG grant to be used for PEG Access Channel capital funding purposes in the total amount of Twenty-Two Thousand Two Hundred Forty-Five Dollars (\$22,245.00) (the "PEG Grant"), payable in three equal installments of Seven Thousand Four Hundred Fifteen Dollars (\$7,415.00) each, within forty-five (45) days of the Effective Date and on the first (1st) and second (2nd) anniversaries of the Effective Date, respectively. The Town and/or the PEG Access Designee, as determined by the Issuing Authority, shall own all equipment purchased with the PEG Grant pursuant to Section 5.3.1, and the Licensee shall have no obligation to maintain, repair, replace or insure any such equipment.

5.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser on a per-Subscriber basis than the obligations set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest PEG Access Channel capital

total payment per-Subscriber required to be made by any such VSP to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other such VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective cable license agreement, then Licensee's PEG Grant obligation shall also cease for so long as such other VSP's cash payments have ceased. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other VSP's failure to provide a cash grant in accordance with the schedule set forth in such VSP's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

5.4. PEG Access Support:

5.4.1. The Licensee shall provide annual funding to the Issuing Authority, or to the PEG Access Designee if requested in writing by the Issuing Authority, for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount equal to five percent (5%) of annual Gross Revenue as defined above, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable license on or after the Effective Date that provides for a lower or higher percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be reduced or increased as applicable to match such lower or higher percentage over that same time period. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account or other lawful restricted special cable account and not into the general fund, which account will be under the Issuing Authority's control subject to applicable law.

5.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue reporting form documenting, in reasonable detail, the Gross Revenue as defined above. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenue shall be the preceding calendar quarter.

5.5. **PEG Access Channel Maintenance/Technical Standards/Performance Tests:** The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels of similar format and resolution, provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the Town and/or the PEG Access Designee. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.6. *Censorship:* The Licensee, the Issuing Authority and the PEG Access Designee shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System.

5.7. *Third-Party Financial Disclosure Forms:* If requested by the Licensee, the Issuing Authority shall provide copies of financial disclosure forms required by the Massachusetts Attorney General's Public Charities Division of any entity designated by the Issuing Authority to receive payment pursuant to Sections 5.3.1 and 5.4.1.

5.8. *PEG Operations.* The Issuing Authority or the PEG Access Designee shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License. The written agreement shall be in a form acceptable to the Issuing Authority which form (1) shall not require the users or producers to provide any indemnities to Licensee and (2) shall be limited to the issue of authorization of the programming. As provided in Section 638 of the Communications Act (47 U.S.C. § 558), the Licensee shall not incur any liability for State, federal or local laws of libel, slander, obscenity, incitement, invasion of privacy or false or misleading advertising for any programming produced by a Person other than Licensee and carried on a PEG Access Channel. Pursuant to Section 611 of the Communications Act (47 U.S.C. § 531), the Issuing Authority or the PEG Access Designee shall establish rules and procedures regarding the use of the PEG Channel capacity subject to the Issuing Authority reserving ultimate control of Government and Educational Access rules and procedures.

5.9. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or the PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.10. *Recovery of Costs:* To the extent permitted by federal and State law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, the PEG Access Support, and any other costs arising from the provision of PEG Access Channel services and to include such costs as separately billed line items on each Subscriber's bill. Without limiting the foregoing, if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through to Subscribers PEG Access Channel interconnection costs incurred by Licensee to comply with the obligations set forth in Section 5.3. Licensee's recovery of costs from Subscribers shall be in compliance with applicable provisions of the Cable Act.

5.11. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss in good faith with the Issuing Authority or the PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic

program guide; however, the Licensee shall not be required to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.12. *PEG Access Channel Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of providing PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required to provide PEG Access Channel programming VOD in the Town.

5.13. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee. In particular, the Issuing Authority's written designation of the PEG Access Designee as the entity to receive payments under Sections 5.3 and 5.4 does not vest in the PEG Access Designee any right, title or privilege to receive payments under the License. The Licensee may in its sole discretion upon seventy-five (75) days written notice to the Issuing Authority cease making such payments to the PEG Access Designee and instead make payments directly to the Issuing Authority if the Issuing Authority is in non-compliance with Section 5.7 of this License.

6. FRANCHISE AND LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town annually, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year or such other amount, if any, as may in the future be required to be paid by State law (the "License Fee").

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenue (as defined above) and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. 542 and FCC regulations and orders pursuant thereto.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Re-computation:*

6.5.1. Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein 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. All amounts shall be subject to audit and re-computation by the Issuing Authority pursuant to this Section 6.5.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this License, which audit shall be applicable to the previous three (3) year period in accordance with Section 6.4 above. If, after such audit and re-computation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any such undisputed amounts within thirty (30) business days after completion of such review. Any auditor employed by the Issuing Authority shall not be compensated on a success-based formula (e.g., payment based on a percentage of underpayment, if any).

6.6. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this License shall be made payable to the Town and deposited with the Town Treasurer except as may otherwise be provided herein.

6.7. *Other Payment Obligations and Exclusions:* Subject to Section 622(g)(1) of the Communications Act, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliate 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 herein.

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

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.3. *Denial of Service:* In accordance with applicable laws and regulations,

nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, refusal to provide credit history information, refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by Licensee's terms and conditions of service.

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect at an office of the Licensee, the Licensee's books and records pertaining to Licensee's provision of Cable Service in the Town during Licensee's regular business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than six (6) years subject to maintaining records that are the subject of a pending inquiry, if any, by the Issuing Authority, for so long as the parties are addressing such inquiry. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. The Issuing Authority shall take reasonable steps to protect the confidential nature of any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof or to comply with applicable law or regulation. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* Licensee shall at all times maintain:

8.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein shall mean any written or verbal contact with Licensee in connection with a subscription in which a Subscriber expresses dissatisfaction with an act, omission, product or service that is (i) within Licensee's control, and (ii) requires a corrective measure on the part of Licensee. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service

extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Service.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence for property damage and bodily injury (including death) and five million dollars (\$5,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance covering all owned, non-owned, hired and/or rented motor vehicles in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) \$100,000 Bodily Injury by Accident; (B) \$100,000 Bodily Injury by Disease each employee; and \$500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s) the Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Division or its successor.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.6. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligations to indemnify the Town pursuant to this License.

9.2. Indemnification:

1.17.4. The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, officers, boards, committees, employees and agents, (hereinafter referred to as the "Town" for purposes of this Section 9.2) against any and all claims, suits, causes of action, proceedings, and judgments, whether for damages or otherwise, arising out of or alleged to arise out of or from the installation, operation, or maintenance of the Cable System. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any portion of damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, or for any activity or function conducted by any Person other than Licensee, its officers, agents or employees, in connection with PEG Access or the Emergency Alert System.

1.17.5. The Town shall provide the Licensee with timely written notice of a claim or action for which it seeks indemnification under this Section 9.2; provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

1.17.6. With respect to Licensee's indemnity obligations set forth in this Article 9, Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action, or proceedings brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable professional ethics laws and standards and the consent of the Town, which shall not unreasonably be withheld, delayed or conditioned. The Licensee shall, subject to the consent of the Issuing Authority as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee's indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of the otherwise agreed upon settlement.

1.17.7. In the event that Licensee fails, after notice pursuant to Section 9.2.2, to undertake the Town's defense of any claims encompassed within this Section 9.2, then the Town may provide a second written notice to the Licensee. In the event that the Licensee fails to undertake the Town's defense within a reasonable time after receipt of said second notice, then Licensee's indemnification obligation under this Section 9.2 shall include the Town's costs of defending such claim, suit, cause of action or proceeding, including, but not limited to, reasonable attorneys' fees.

9.2.5. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors for damages under this License or to excuse the faithful performance of obligations required by this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

9.3. *Performance Bond:* Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Twenty-Five Thousand Dollars (\$25,000) securing the performance of Licensee's obligations

under this License. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond. Neither this Section 9.3, any bond accepted pursuant hereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this License. Recourse by the Town of remedies available under this Section 9 shall not be exclusive of other lawful remedies available to the Town at law and equity.

10. RENEWAL OF LICENSE

The Issuing Authority and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and the Massachusetts Cable Law. The Town shall notify the Licensee in writing of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall promptly provide Licensee with a copy of the record of such ascertainment proceedings.

11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Breach:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License and/or any applicable provision of Section 11 of the Massachusetts Cable Law, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged breach (for purposes of this Article, the "Breach Notice").

11.2. *Licensee's Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Breach Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of the breach; (ii) cure such breach; or (iii) in the event that, by its nature, such breach cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such breach and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. Upon cure of any breach, the Town shall provide Licensee with written confirmation that such breach has been cured.

11.3. *Public Hearing:* In the event that Licensee fails to respond to the Breach Notice pursuant to the procedures required by this Article, or in the event that the alleged breach is not remedied within thirty (30) days or the date projected pursuant to Section 11.2(iii) above, if the Town seeks to continue its investigation into the alleged breach, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least forty-five (45) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

11.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 11.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above; or

11.4.4. Revoke this License, subject to Section 11.5 below.

11.5. *Hearing Procedures:*

11.5.1. At the designated public hearing, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing, and the Licensee shall be bear the costs of such recordation.

11.5.2. Following the public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to the Cable Division as provided in MGL Chapter 166A, Section 14, or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court or Cable Division finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

11.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the Town or Licensee that is taken pursuant to the terms of this License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

12.3. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.4. *Force Majeure:* Licensee and the Town shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Licensee that outweigh the benefit to be derived by the Town and/or Subscribers.

12.5. *Performance Evaluations.* If, during the term of this License, the Town conducts an evaluation of Licensee's performance under this License or otherwise related to Licensee's provision of Cable Service in the Town, then the Town shall provide Licensee with a written report with respect to Licensee's compliance within ten (10) days after the conclusion of such evaluation.

12.6. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

12.7. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be to:

Verizon New England Inc.
111 Main Street
6th Floor
White Plains, NY 10601
Attention: Pamela Goldstein, Associate General Counsel

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be to:

Town of Hamilton
Town Hall
577 Bay Road
Hamilton, MA 01936
Attention: Town Administrator

with a copy to:

Law Department/Town Counsel
c/o Town Hall
577 Bay Road
Hamilton, MA 01936

12.8. *Entire Agreement:* This License and the Exhibit hereto constitute the entire agreement between Licensee and the Town, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and, except as otherwise provided herein, can be amended or modified only by a written instrument executed by both parties. In the event of a conflict between any local ordinance, in whole or in part, and this License, this License shall prevail.

12.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

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

12.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.12. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, surrender, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall

Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, surrender, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Agreement.

12.13. *Interpretation:* The Issuing Authority and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

12.14. *No Third-Party Beneficiaries:* The provisions of this License are for the benefit of the Licensee and the Issuing Authority and do not confer any legal, equitable or other rights in or benefits of any nature upon or for any other Person and no third party shall have recourse to legal, equitable or other claims of any nature arising from this License. Only the Licensee and Town shall have rights hereunder.

12.15. *Jurisdiction:* Except as otherwise set forth in this License, exclusive jurisdiction and venue over any dispute arising out of this License shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute. This provision is not intended to limit the right of either party to remove a matter to federal or State court in Massachusetts as permitted by law.

12.16. *Counterparts:* This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 1st DAY OF DECEMBER, 2025.

TOWN OF HAMILTON
By its Select Board:

VERIZON NEW ENGLAND INC.

Bill Olson, Chair

By: *Nicole D'Amour*
Nicole D'Amour, Vice President -
Northeast Field Operations

Bill Wilson

Rosemary Kennedy

Tom Myers

Benjamin Galuza

Approved as to Form:

Approved as to Form:


William August, Epstein & August, LLP
Counsel to the Town of Hamilton

Pamela G. St. John
Verizon Law Department

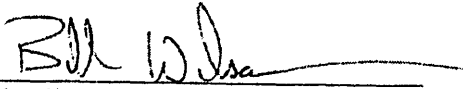
Town of Hamilton Renewal License
Effective June 7, 2026

AGREED TO THIS 1st DAY OF DECEMBER, 2025.

TOWN OF HAMILTON
By its Select Board:



Bill Olson, Chair

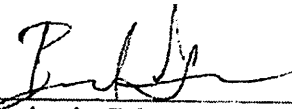


Bill Wilson

Rosemary Kennedy

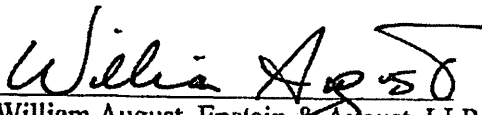


Tom Myers



Benjamin Galuza

Approved as to Form:



William August, Epstein & August, LLP
Counsel to the Town of Hamilton

VERIZON NEW ENGLAND INC.

By: _____
Nicole D'Amour, Vice President –
Northeast Field Operations

Approved as to Form:

Verizon Law Department

**EXHIBIT A
MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
SUBJECT TO SECTION 3.3**

Town Hall	577 Bay Road
Highway Department	577 Bay Road
Public Safety Building	265 Bay Road
Old Hamilton Library	299 Bay Road
Hamilton-Wenham Library	14 Union Street
Hamilton-Wenham High School	775 Bay Road
Winthrop School	325 Bay Road
Miles River Middle School	787 Bay Road
Cutler School	237 Asbury Street