

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HOLLAND

RENEWAL CABLE TELEVISION LICENSE ISSUED TO  
COXCOM, LLC, D/B/A COX COMMUNICATIONS

EFFECTIVE DATE:

## **INTRODUCTION**

WHEREAS, CoxCom, LLC, d/b/a Cox Communications (hereinafter "Licensee") is the duly authorized holder of a license to operate a Cable System in the Town of Holland, Massachusetts (hereinafter the "Town"), said license having originally commenced on October 30, 1989, as originally issued to Continental Cablevision of Western New England, Inc., and subsequently transferred to Licensee;

WHEREAS, Licensee and the Town entered into a renewal license with an effective date of October 30, 2004, and a term ending on October 29, 2014;

WHEREAS, Licensee and the Town entered into a renewal license with an effective date of October 30, 2014, and a term ending on October 31, 2024;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated January 26, 2022, in conformity with the Cable Communications Policy Act of 1984 and the Town notified Licensee that it had commenced the ascertainment process;

WHEREAS, Licensee filed a reply to a list of issues raised by the Issuing Authority by letter dated August 6, 2024;

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

WHEREAS, the Board of Selectmen, as the Issuing Authority, finds that the renewal of Licensee's license is appropriate in light of its past performance, its renewal proposal and successful and mutual resolution of compliance-related matters under its current license, with such resolution being the adoption of this renewal license;

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

**ARTICLE 1**  
**DEFINITIONS**

**Section 1.1 - DEFINITIONS**

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

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

Affiliate or Affiliated Person: A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

Basic Service: The lowest service tier other than a pay cable service, distributed over the Cable System which includes without limitation, all Public, Educational and Governmental Access

Channels and all broadcast signals, if any, required to be carried on Basic Service pursuant to federal law.

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

Cable Service: The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such programming which Licensee may make available to subscribers generally, in accordance with the Cable Act.

Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Town, as defined in accordance with the Cable Act.

Channel: A portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as a television channel is defined by the FCC by regulation).

CMR: Code of Massachusetts Regulations.

Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

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

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

FCC: The Federal Communications Commission

Government Access: The specific channel assigned by the Licensee and the programming thereon on the Cable System which has been allocated for use by the Town of Holland, the Issuing Authority or its designee(s), and the use thereof, to present noncommercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System;

Basic Service monthly fees; all other Cable Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales that relate to the operation of the Cable System for the provision of Cable Services;

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 for the provision of Cable Service 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.

It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to the operation of the Cable System for the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to the operation of the Cable System for the provision of Cable Service. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; 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. Gross Annual Revenues shall not include any home shopping revenues and any advertising revenues.

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

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

Licensee: CoxCom, LLC, d/b/a Cox Communications or any successor or transferee in accordance with the terms and conditions in this License.

Licensee Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Holland, which shall have the meaning set forth in Section 622(g) of the Cable Act.

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

Normal Business Hours: As defined in 47 CFR 76.309 to be those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

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

Public, Educational and Government Access ("PEG Access"): The right or ability of any Holland residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose without applicable legally required permits, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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Service Area: The corporate limits of the Town.

Subscriber: An individual, organization, corporation, or government entity that is legal authorized to receive Cable Service from Licensee.

Town: The Town of Holland, Massachusetts.

## **ARTICLE 2**

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

## **Section 2.1 – GRANT OF LICENSE**

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

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

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

## **Section 2.3 – APPLICABLE LAW**

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

## **Section 2.4 – TERM OF RENEWAL LICENSE**

The term of this non-exclusive Renewal License shall be for a period of five (5) years and shall commence on October 30, 2024 and shall terminate at midnight on October 29, 2029. The term of the Renewal License shall automatically extend under the same terms for an additional five (5) years beginning October 30, 2029 and terminating at midnight on October 29, 2034 unless the Board of Selectmen of the Town of Holland acting as the Issuing Authority, notify the Licensee of their intention to decline the five (5) year extension and allow the License to expire on October 29, 2029. Such notice must be in writing to the Licensee and delivered no later than October 30, 2028.

## **Section 2.5 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

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

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

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

Unless otherwise allowed by applicable law, the Issuing Authority shall decide on said written application within one hundred and twenty (120) days of receipt of said application. If no action is taken by the Issuing Authority on the application after one hundred and twenty (120) days, the application shall be deemed approved.

(d) Notwithstanding the provisions of paragraphs (a) through (c) hereunder, and in accordance with 207 CMR 4.01, no approval of the Issuing Authority shall be required for a transfer or assignment of the License to an Affiliate of the Licensee. Licensee shall provide written notice of any such Affiliate transfer not more than thirty (30) days after such transfer. Such notice shall include an affirmative statement that the Affiliate agrees to be bound by the terms and conditions of this license to the same extent as the Licensee.

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

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System to provide Cable Service within the Town of Holland; or the right of the Issuing Authority to permit the

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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 when taken as a whole, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome when taken as a whole than those contained in this Renewal License, the Licensee may

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

(ii) Should the Licensee demonstrate and the Issuing Authority find 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 and Licensee 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), and

M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

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(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons with reasonable evidence for its determination of such substantial negative material impact upon the financial viability of the Cable System. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as the Issuing Authority reasonably determines is relevant to the proceeding.

(ii) Should the Licensee demonstrate with reasonable evidence that the Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, and the Issuing Authority finds a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) As of the Effective Date of this Renewal License, the parties hereto agree that

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any Multichannel Video Programming Distributor(s), which are not in any way an affiliate of the Licensee and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

Should the parties not agree about any matter with regard to this section, the parties reserve their state and federal appellate rights.

**Section 2.7 – POLICE AND REGULATORY POWERS**

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System or not specific to cable operators only. Licensee shall comply with all applicable lawful bylaws and/or ordinances enacted by the Town and/or Issuing Authority pursuant to any such powers. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers may be resolved in a court of competent jurisdiction or other lawfully available forum.

**Section 2.8 – REMOVAL OR ABANDONMENT**

The parties shall be subject to applicable state and federal laws regarding removal and abandonment of the Cable System including but not limited to 47 U.S.C. 547 and M.G.L. c. 166.

**ARTICLE 3**

**SYSTEM DESIGN, CONSTRUCTION AND OPERATION**

**Section 3.1 – AERIAL AND UNDERGROUND CONSTRUCTION**

(a) In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric

services are underground, the Licensee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Licensee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Otherwise, where pole placements of telephone and electric utilities exist the Licensee shall follow them in constructing its Cable System. Nothing contained in this Section shall require the Licensee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, network reliability units, pedestals, or other related equipment.

(b) Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this License, the Licensee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

(c) The Issuing Authority shall provide the Licensee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. The Issuing Authority agrees to require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give the Licensee reasonable access to open trenches for deployment of cable

facilities and written notice of the date of availability of trenches. Such notice must be received by the Licensee at least ten (10) business days prior to availability.

### **Section 3.2 – REQUIRED EXTENSIONS OF SERVICE**

The Licensee agrees to provide Cable Service to all residences in the Service Area, subject to the density requirements specified in this Section. Whenever the Licensee receives a request for Cable Service from a potential Subscriber in a contiguous unserved area where there are at least ten (10) residences within one (1) mile from the portion of the Licensee's trunk or distribution cable which is to be extended, the Licensee shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the applicable installation charge; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System. No such extension shall be required if there are no aerial or underground electric distribution facilities between such residences and the portion of the Licensee's trunk or distribution cable which would need to be extended. Notwithstanding the foregoing, the Licensee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Licensee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such a runway or freeway crossing. Licensee shall not be required to offer Cable Service to individual units of a multiple dwelling unit (MDU) facility within the Service Area unless the owner of the facility consents in writing to the following:

- (i) to Licensee's providing of Cable Service to individual units of the facility;

(ii) to reasonable conditions and times for installation, maintenance and inspection to the portion of the Cable System on the facility premises;

(iii) to reasonable conditions promulgated by the Licensee to protect Licensee's equipment and to encourage widespread use of the Cable System; and

(iv) to not demand or accept payment from Licensee for permitting Licensee to provide Cable Service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive Cable Service from the Licensee and those who do not.

### **Section 3.3 – SUBSCRIBER CHARGES FOR EXTENSIONS OF SERVICE**

If a potential Subscriber resides in an area that does not meet the density requirements of Section 3.2 above, the Licensee shall only be required to extend the Cable System if the Subscribers in that area are willing to share the capital costs of extending the Cable system by making a capital contribution in aid of construction including cost of material, labor and easements, Specifically, the Licensee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences

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per mile of its trunk or distribution cable, and whose denominator equals (10). Subscribers who request service hereunder shall bear the remaining construction costs on a pro rata basis. The Licensee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

### **Section 3.4 – SUBSCRIBER NETWORK**

The Licensee shall continue to make available to all residents of the Town a minimum seven-hundred-fifty Megahertz (750 MHz) Cable System, currently fed by a hybrid fiber optic coaxial network. Throughout the term of this Franchise, Licensee shall designate channel capacity for commercial use as required by the Cable Act, including but not limited to 47 U.S.C. § 545 (c).

### **Section 3.5 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP**

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location, subject to Sections 3.1 through 3.3 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for non-standard and customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty (150) feet of the cable plant for an aerial drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage or for non-standard installation drops, for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the

same prior to acceptance of the terms for such non-standard drop and such itemization shall disclose the basis for Licensee's deeming the installation non-standard. If requested by the Issuing Authority, Licensee shall meet with the Issuing Authority or his/her designee to discuss, for advisory purposes, the basis of Licensee's determining that an installation is non-standard.

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### **Section 3.6 – SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) The Licensee shall continue to provide and maintain one (1) free Subscriber Cable Drop and Outlet and Basic Service to all police and fire stations, public schools, public libraries and other town-owned public buildings along the Cable System plant route included in Schedule 3.6, attached hereto and made a part hereof and hereinafter referred to as “Complimentary Service”. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service and upon request provide reasonable consultation for making new internal wiring compatible with the cable system. The internal wiring shall be the responsibility of the institution. There shall be no costs to the Town or any designated institution

for the installation and provision of monthly Basic Service and related maintenance. Municipal and School buildings already having more than one Subscriber Cable Drop or Outlet will continue to receive same in accordance with the terms of this section.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town, if necessary for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty

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(60) days of any such requests from the Issuing Authority, weather conditions permitting.

(d) Notwithstanding anything to the contrary in this Section 3.6, Licensee shall continue to provide an aerial connection between the Town Elementary School at 28 Sturbridge Road and the Town Hall at 27 Sturbridge Road so as to enable the live cablecasting of events occurring at the Elementary School gymnasium. The Licensee shall also continue to provide a similar aerial connection between the Town Library at 25 Sturbridge Road and the Town Hall so as to enable similar live cablecasting of events occurring at the Town Library.

(e) To the extent permitted by Applicable Laws, including the Section 621 Order, in the event Licensee elects to invoice the City for the marginal cost of the Complimentary Services, the Licensee agrees that it will do so only after providing Town with one hundred twenty (120) Days' prior written notice. Licensee agrees not to unfairly, or unreasonably, discriminate against the Town with respect to other Company served local franchising authorities within the

Commonwealth of Massachusetts, with respect to the costs to be imposed for Complimentary Services.

The Town shall have right to discontinue receipt of all or a portion of the Complimentary Service provided by Licensee in the event License elects to impose the marginal cost against the Town for the Complimentary Service as set forth in the preceding paragraph.

### **Section 3.7 – STANDBY POWER**

The Licensee shall maintain a minimum of twenty-four (24) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply.

### **Section 3.8 – TREE TRIMMING**

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In the installation, maintenance, operation and repair of the poles, cables wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all lawful generally applicable rules established by the Issuing Authority and/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.

### **Section 3.9 – PEDESTALS AND VAULTS**

In any cases in which vaults, housing devices or pedestals are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be in accordance with applicable lawful Public Works Department, or similar department, regulations. In any event, Licensee will comply with Town lawful ordinances or by-laws and regulations of general

applicability with respect to the foregoing. This provision shall not apply to vaults, housing devices or pedestals currently in use as of the effective date.

### **Section 3.10 – PRIVATE PROPERTY**

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

### **Section 3.11 – RESTORATION TO PRIOR CONDITION**

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

### **Section 3.12 – COOPERATION WITH BUILDING MOVERS**

The Licensee shall, upon ninety (90) days written request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar

requirements. The expense of such raising or lowering shall be in accordance with applicable law or if applicable law does not specify such expense, by the party requesting such relocation.

### **Section 3.13 – RELOCATION OF FACILITIES**

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

### **Section 3.14 – RELOCATION OF FIRE ALARMS**

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

### **Section 3.15 – SERVICE INTERRUPTION; REBATES**

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use.

Rebates for service interruptions shall be in accordance with Section 6.1 of this Renewal License and applicable law, including FCC customer service regulations.

### **Section 3.16 – CONSTRUCTION AND MAINTENANCE STANDARDS**

(a) The Licensee shall construct and operate a Cable System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall therefore be in conformance with, among other things, the applicable provisions of the National and Massachusetts Electrical Codes, the National Electrical Safety Code, the National

Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division and the FCC. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.

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

### **Section 3.17 – RIGHT OF INSPECTION**

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The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order 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.

### **Section 3.18 – EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right to do so at the sole cost and expense of Licensee, provided however that, wherever reasonably possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment, with said notice not being subject to the formal notice requirements of Section 8.6. Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable government program providing for reimbursement.

**Section 3.19 – EMERGENCY AUDIO ALERT**

The Licensee shall provide an emergency audio alert system that shall comply with the FCC's Emergency Alert System ("EAS") regulations and applicable Massachusetts Emergency Management Agency regulations if any.

**Section 3.20 – INTERCONNECTION WITH OTHER CABLE SYSTEMS**

During the term of this Renewal License, the Licensee may consider interconnection of the Cable System with one or more cable systems in adjoining communities. In making any such determination, the Licensee shall consider the costs of interconnection and the benefits of interconnection.

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Nothing in this Agreement shall be deemed to require the Licensee to take any action that would cause it to assume the status of a common carrier as defined under applicable law.

**ARTICLE 4**

**RATES AND PROGRAMMING**

**Section 4.1 – INITIAL RATES**

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

**Section 4.2 – RATE RE-REGULATION; TERMINATION OF RATE REGULATION**

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

by letter directed to the Department and/or FCC, request the termination of rate regulation of cable service if it determines that the continuation of such rate regulation is not in the best interests of the Town and Subscribers.

### **Section 4.3 – PROGRAMMING CATAGORIES**

In accordance with applicable law, Licensee has offered and shall provide the following cable services:

- (a) Those required by the Cable Act, including but not limited to 47 U.S.C. § 545 (c).
- (b) All PEG Access channels required by Article 5 (Community and PEG Access Programming) of this License.

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### **Section 4.4 – PROGRAMMING TIERS**

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

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

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

### **Section 4.5 – LEASED ACCESS**

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

**Section 4.6 – STEREO TV TRANSMISSIONS**

All commercial and satellite signals received by Licensee in stereo shall be cablecast in stereo.

**Section 4.7 – CHANNEL LINEUP**

Licensee shall notify the Issuing Authority and subscribers, thirty (30) days in advance, of a substantial change in programming services in accordance with applicable law. Any such notification shall comply with state and federal guidelines as to the means of such notification.

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**Section 4.8 – REMOTE CONTROLS**

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

**Section 4.09 – EXTERNALIZATION OF FRANCHISE-RELATED CAPITAL COSTS**

Any externalization or pass-through of franchise related capital costs, if applicable hereunder, will be done in accordance with FCC regulations.

**ARTICLE 5**

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL AND LEASED ACCESS**

**Section 5.1 – LOCAL ORGINATION AND ACCESS CHANNELS**

(a) The Licensee shall make available three (3) full-time Channels for PEG Access purposes. The Licensee shall provide video links from the Town Elementary School and the

Town Hall to allow PEG Access Programming to be aired on said three (3) PEG Access Channels. Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, Town, Cable Committee and/or Subscribers, and shall be subject to the control and management of the Cable Committee. The channels may be used by the Licensee if not needed for access purposes or for local origination in accordance with federal law.

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(b) Except to the extent expressly prohibited by law, the Town, acting by and through the Issuing Authority, agrees to indemnify, save and hold harmless, and defend the License, its Officers, boards and employees, from and against any liability for damages and any liability or claims that arise out of the transmission or content of programming carried on the access channels, including, without limitation, damages arising out of copyright infringement and defamation.

(c) The access channels described in Subsection 5.1(a) above of this Section shall always be made available for noncommercial use appropriate to the particular channel without charge when requested. Initially, however, access and local origination programming may be offered on a shared, composite channel to enhance viewership.

(d) In the event Licensee, as may be permitted under the Section 621 Order, determines to implement charges for the PEG return lines and associated equipment as outlined in subparagraph (b) above, Licensee will provide one hundred twenty (120) Days advance written notice before any charges may be imposed. Upon written notice from the Licensee, the Town shall review the list in subparagraph (b) above and the Town shall have the right to discontinue receipt of all or apportion of the access sites provided by the Licensee. Licensee agrees that any costs incurred by the Town under this paragraph 8 shall be considered a PEG capital cost unless prohibited by Applicable Law.

## **Section 5.2 – ANNUAL SUPPORT FOR CABLE RELATED NEEDS**

(a) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority solely for PEG operations and other cable-related purposes equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined herein. Notwithstanding the  
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foregoing, the Issuing Authority may request in writing that this payment be made as two (2) semi- annual payments in place of one (1) annual payment.

(b) Each annual payment to the Issuing Authority under the Renewal License shall be made within forty-five (45) days of the end of the preceding twelve-month period during the term of the Renewal License (such first twelve month period to commence on the Effective Date) and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for such preceding twelve (12) month period). In the event that the Issuing Authority elects to receive semi-annual payments, each semi-annual payment shall be made within forty-five (45) days of the end of the preceding six month period during the term of the renewal license (such first six (6) month period to commence on the Effective Date) and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for such preceding six (6) month period).

(c) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each prior year unless some other date is required by law (for example, a payment made in March 2015 would be based on the number of subscribers as of December 31, 2014).

(d) 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. Said five percent (5%) shall include the payments made pursuant to Section 5.2(a), and all

amounts within the definition of "franchise fee" under federal law including fees required under state and federal laws. To clarify, the payments made pursuant to Section 5.2(c), and payments made to the State under Section 9 of Chapter 166A of the Massachusetts General Laws, and payments, if any, based upon a Department assessment pursuant to Chapter 25C of the Massachusetts General Laws, shall be covered and capped by and not in addition to payments made under Section 5.2(a).

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(e) The Licensee shall make its first annual payment due hereunder within forty-five (45) days after the Effective Date of this Renewal License.

(f) The Licensee shall file with each such annual or semi-annual payment (as the case may be) a statement certification by the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period (or, if applicable, the preceding six (6) month period). For example, the first annual payment shall be based upon Gross Annual Revenues during the period between October 30, 2023-October 31, 2024 (or, if applicable, the period between October 30, 2024-April 30, 2025).

(g) This support payment, subject to the federal limitation on License Fees, 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 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.

### **Section 5.3 – ACCESS AND LOCAL ORIGINATION EQUIPMENT AND SUPPORT**

(a) So long as Licensee's Enfield, Connecticut public access studio is maintained by Licensee (or an Affiliate), Licensee shall continue to offer a training program in the technical and conceptual skills of television production and editing free to Subscribers who reside in the 28 Town.

(b) So long as Licensee maintains a production vehicle for remote cablecasting in its Enfield, Connecticut cable system, Licensee shall continue to make such production vehicle available to Holland Subscribers. The Licensee shall furnish a driver and engineer and the Town shall be responsible for providing the crew needed to make use of the production vehicle. Any crew training required shall be provided by the Licensee. Licensee shall maintain and make available to the Issuing Authority procedures for use of the production vehicle on a first-come, first-served basis which permits a fair allocation among the residents and employees of the Towns sharing the production vehicle.

## **ARTICLE 6**

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

#### **Section 6.1 – SERVICE INTERRUPTIONS**

In accordance with M.G.L. c. 166A, Section 5(1), in the event that the Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. Credits will be applied as described above after due notice to the Licensee from the Subscriber in the event Licensee does not have knowledge of the service interruption.

## **Section 6.2 – COMPLAINTS, AREA OFFICE**

(a) The Licensee shall maintain an area customer service office located in Enfield, 29 Connecticut and open during normal business hours (9-5 Monday through Friday) and a twenty four (24) hour toll-free answering line which Subscribers may call without incurring added message units or toll charges (in accordance with Chapter 166A, Section 5(o) of the Massachusetts General Laws) so that prompt service shall be available. At the time of initial subscription, the Licensee shall give each new subscribing household a notice of complaint procedure, listing the Licensee's local or toll free telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or its designee for inspection upon request and with prior authorization of the Subscriber.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain in the Enfield hub area sufficient personnel in order to provide adequate and prompt service to its Subscribers.

(d) Except where an emergency situation exists necessitating a more expedited procedure, the Licensee may interrupt service for the purpose of repair or upgrading of the Cable System, only during periods of minimum use.

## **Section 6.3 – SUBSCRIBER NOTICES AND INFORMATION**

Licensee shall comply with FCC and Department regulations concerning (1) notices of programming, rates, billing and termination practices and procedures and services; (2) annual notice requirements regarding Subscriber privacy and other matters; and (3) any requirements regarding the provision of other information to Subscribers.

**Section 6.4 – PARENTAL CONTROL**

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

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

**Section 6.5 – BILLING AND TERMINATION PROCEDURES**

The Licensee shall provide the Issuing Authority, the Department and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security deposits.

**Section 6.6 – VOLUNTARY DISCONNECTION OF SERVICE**

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect

service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall (i) make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate or (ii) if the Licensee offers the option, request that the Licensee pick up such customer premises equipment at the subscriber's location, subject to applicable charges of the Licensee. Subscribers may be charged for unreturned equipment.

#### **Section 6.7 – BILLING DISPUTES**

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

#### **Section 6.8 – PROTECTION OF SUBSCRIBER PRIVACY**

The Licensee shall comply with all Subscriber privacy requirements under applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act. A copy of the Licensee's current privacy policy is attached to this Agreement as Schedule 6.8 and made a part hereof.

#### **Section 6.9 – OTHER CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with any other customer service obligations under applicable federal and state laws.

#### **Section 6.10 – EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the 32

construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee.

**Section 6.11 – TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS**

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

**Section 6.12 – TECHNICAL INFORMATION**

During the term of this Renewal License, as mutually agreed to by the Issuing Authority and the Licensee, the Licensee and the Issuing Authority may meet to discuss technological developments within the cable industry. These discussions are intended to be informational only and do not create any obligation on the part of the Licensee to modify its Cable System.

**Section 6.13 – NON-DISCRIMINATION**

Licensee shall not unlawfully discriminate against any person in its so citation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination. This Section 6.13 shall not affect the right of Licensee to offer discounts or engage in other marketing or promotions.

**ARTICLE 7**

**LICENSE ADMINISTRATION**

### **Section 7.1 – REGULATORY AUTHORITY**

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

### **Section 7.2 - INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, 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 System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed provided that this indemnification shall not extend to negligence of the Town and its officials, boards, commissions, committees, agents and/or employees. Upon timely receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable System.

### **Section 7.3 - INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to applicable law, with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

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

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

(ii) 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.

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

#### **Section 7.4 – PERFORMANCE BOND**

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts of Fifty Thousand Dollars (\$50,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any material term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more material provisions of this License, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License except that whatever amounts may be collected under any bond shall be credited toward whatever total damages may be determined and shall satisfy such claim only to the extent of such monies actually collected.

#### **Section 7.5 – PERFORMANCE EVALUATION SESSIONS**

(a) The Issuing Authority may at its discretion but not more than once a year, hold a 36 performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions

shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days' advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable System pursuant to this Renewal License. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the

Town and which are not considered proprietary by Licensee. Licensee agrees to meet with Town Counsel to discuss the reasons why it considers such materials to be proprietary.

(b) Within thirty (30) 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 this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Clerk's Office. If inadequacies are found which result in a violation of any of the material terms and conditions of this Renewal License, the Licensee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 9.1.

#### **Section 7.6 – NON-PERFORMANCE BY THE LICENSEE**

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

(b) Failure of the Town to enforce the performance of any term of this License shall not be

deemed a waiver of its right to insist upon the subsequent performance of that term.

### **Section 7.7 – SUBSCRIBER AND USER COMPLAINTS**

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints which it receives. Subject to privacy restrictions required under applicable law, the Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

### **Section 7.8 – SUBSCRIBER COMPLAINT REPORT**

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

### **Section 7.9 – INDIVIDUAL COMPLAINT REPORTS**

Upon the written request of the Issuing Authority the Licensee shall within ten (10) business days after receiving such a request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken by the Licensee.

### **Section 7.10 – QUALITY OF SERVICE**

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Where there exists evidence, which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability, or technical quality of Cable Service(s), the Issuing

Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s) and any efforts to remedy the problem if the problem is within the control of the Licensee.

#### **Section 7.11 – SERVICE INTERRUPTION REPORT**

Licensee shall submit, on a form prescribed by the Department, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.8 Subscriber Complaint Report herein.

#### **Section 7.12 – FINANCIAL REPORTS**

Pursuant to M.G.L. c. 166A, Section 8, the Licensee shall file annually with the Department, on forms prescribed by the Department, a statement of its revenues and expenses for official use only. A financial balance sheet, and a statement of ownership shall be filed with the Department and, upon written request, the Issuing Authority on forms required by the Department. Such statements and balance sheets shall be sworn to by the person preparing same and by an authorized financial representative of the Licensee. Licensee shall also submit revenue statements together with payments in accordance with Section 5.2(a). In the event the Department no longer requires or provides Forms 200 and 400 for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

#### **Section 7.13 – NUMBER OF SUBSCRIBERS**

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Licensee shall file annually with the Issuing Authority a report containing the number of subscribers, which may be included as part of the annual franchise fee payment under M.G.L. c. 166A, Section 9.

#### **Section 7.14 – LINE EXTENSION REPORT**

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

#### **Section 7.15 – REVOCATION OF RENEWAL LICENSE**

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

#### **Section 7.16 – CABLE ADVISORY COMMITTEE**

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

#### **Section 7.17 - INVESTIGATION**

Subject to applicable law and regulation, the Licensee shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency; provided however that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with obligations pursuant to this Renewal License.

#### **Section 7.18 – LATE PAYMENTS**

In the event any License Fee required under this License is not tendered on before the date upon which such License Fee is due under the terms of this License, interest due on the  
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unpaid portion of such License Fee shall accrue fifteen (15) days from the date due at the rate of three percent (3%) above the annual prime rate. Any late payment fees to the Town pursuant to this Section shall not be deemed to be part of the License Fees to be paid to the Town, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the

License pursuant to Section 622(g)(2)(D) of the Cable Act.

**ARTICLE 8**  
**GENERAL PROVISIONS**

**Section 8.1 – LICENSE AS CONTRACT UNDER SEAL**

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

**Section 8.2 – NO THIRD PARTY BENEFICIARY**

This Agreement is for the benefit of the Town and Licensee. Nothing in this agreement grants or is intended to grant any claim, cause of action, or right of action for breach of this Agreement to any person not a party to this Agreement, it being the explicit intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.

**Section 8.3 – ENTIRE AGREEMENT**

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

**Section 8.4 - CAPTIONS**

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

### **Section 8.5 – SEVERABILITY**

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

### **Section 8.6 – FORCE MAJEURE**

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; the unavailability of essential materials; or any other cause or event not reasonably within the control of the disabled party.

### **Section 8.7 - NOTICES**

Every notice to be served upon the Issuing Authority shall be delivered or sent by 42 certified mail (postage prepaid) to Attn: Holland Board of Selectmen, Holland Town Hall, 27 Sturbridge Road, Holland, Massachusetts 01521, or such other address as the Issuing Authority may specify in writing to the Licensee. A copy of every notice served upon the Issuing Authority shall also be sent by certified mail (postage prepaid) to the Holland Cable Commission, Holland Town Hall, 27 Sturbridge Road, Holland, Massachusetts 01521, or such other address as the

Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn:

Vice President and General Manager, CoxCom, LLC, 9 J.P. Murphy Highway, West Warwick, RI 02893 with copies to Attn: Legal Department, Cox Communications, 6205B PeachtreeDunwoody Road, Atlanta, GA 30328, or such other address (es) as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.

#### **Section 8.8 – REMOVAL OF ANTENNA**

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

#### **Section 8.9 – SUBSCRIBER TELEVISION SETS**

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

#### **Section 8.10 – COST OF PUBLICATION**

Licensee shall, upon written request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute to the Issuing Authority a maximum of fifteen  
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(15) copies of the License. The parties agree Licensee is not obligated to pay any costs excluded by the Section 621 Order as may be amended or modified by the FCC or a court of competent jurisdiction.

#### **Section 8.11 - JURISDICTION**

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in

the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

## **ARTICLE 9**

### **DETERMINATION OF BREACH – LIQUIDATED DAMAGES – LICENSE REVOCATION**

#### **Section 9.1 – DETERMINATION OF BREACH**

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

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

(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 or any other means which can be utilized to verify the mailing date, at twenty-one (21) day intervals as to the

Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his or her designee(s) shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

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

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

9.2 below;

(iii) commence an action at law for monetary damages;

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(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) declare the Renewal License to be revoked subject to Section 9.3 below and applicable law;

(vi) invoke any other lawful remedy available to the Town.

## **Section 9.2 – LIQUIDATED DAMAGES**

(i) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 9.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 9.1(c) above.

(a) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 2 herein, Fifty Dollars (\$50.00) per day, for each day that any such non-compliance continues.

(ii) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2 herein, Three Hundred Seventy-five Dollars (\$375.00) per day, for each day that any such non-compliance continues.

(iii) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 6.2 infra, and schedule 6.2 attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

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

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, Compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are

liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

### **Section 9.3 – EFFECT OF UNAUTHORIZED TRANSFER ACTION**

Any transfer or assignment of the License without compliance with Section 2.5 hereunder shall be null and void, and shall be deemed a material breach of this License. If the Issuing Authority denies its consent to such a transfer or assignment and such transfer or assignment has nevertheless been effected, the Issuing Authority may revoke and terminate this License, unless such transfer or assignment is otherwise allowable pursuant to applicable law. 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.

### **Section 9.4 - TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 9.1 and 9.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority, or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License. In the event  
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of termination the Town and Licensee shall in addition have all of the post-termination rights set forth in this Renewal License or applicable law.

### **Section 9.5 – NO WAIVER – CUMULATIVE REMEDIES**

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

as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

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

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

**WITNESS OUR HANDS AND OFFICIAL SEALS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024**

**TOWN OF HOLLAND, MA**

