

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
VERIZON NEW ENGLAND INC.**

**FEBRUARY 27, 2025**

**SELECT BOARD  
TOWN OF LYNNFIELD,  
MASSACHUSETTS**

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**SIGNATURE PAGE**

**EXHIBIT**

EXHIBIT A – PUBLIC BUILDINGS SUBJECT TO SECTION 3.4

THIS CABLE RENEWAL LICENSE RENEWAL AGREEMENT (this “License” or “Agreement”) is entered into by and between the Select Board of the Town of Lynnfield, as Issuing Authority for the grant of the cable television license pursuant to 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 licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of June 18, 2019, a nonexclusive renewal license to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the “2019 Renewal License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the 2019 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 2019 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 2019 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 2019 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 promise 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 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 Agreement. 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 without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or the PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

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

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 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.

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

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

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

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11. *Educational Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the local public schools in the Town and/or a PEG Access Designee, as designated by the Issuing Authority.

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

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, epidemics, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or 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.

1.14. *Franchise Fee*: Shall have the meaning as set forth in Section 622 (g) of the Communications Act (47 U.S.C. §542(g)).

1.15. *FTTP Network*: Shall have the meaning set forth in the recitals of this Agreement.

1.16. *Government Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial government use of the Issuing Authority and/or the PEG Access Designee.

1.17. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee from the operation of the Cable System to provide Cable Service in the Town, provided, however, that Gross Revenue shall not include:

1.17.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System;

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 revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from

Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Licensee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

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. The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable license fees from purchaser's customer;

1.17.7. The sale of Cable Services to customers which are exempt, as required or allowed by the Town including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

1.17.8. Any tax of general applicability imposed upon Licensee or upon Subscribers by a Town, state, federal or any other governmental entity and required to be collected 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);

1.17.9. 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, employees of Licensee and public institutions or other institutions designated in this License; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.17.10. Sales of capital assets or sales of surplus equipment;

1.17.11. Program launch fees;

1.17.12. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.17.13. Any fees or charges collected from Subscribers or other third parties for the License Fee, PEG Grant and PEG Access Support.

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 Lynnfield.

1.22. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in 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 Services*: 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.

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.

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*: An individual, partnership, association, joint stock company, trust, corporation, other business entity or governmental entity.

1.31. *Public Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use by the residents in the Town and managed by the Issuing Authority and/or the PEG Access Designee.

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 and waterways 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*: A Person who lawfully receives Cable Service in the Town.

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

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

1.39. *Title II*: Title II of the Communications Act, Common Carriers, as amended, under which Licensee has upgraded its network with the FTTP Network.

1.40. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended, which governs only the provision of Cable Services by Licensee.

1.41. *Town*: The Town of Lynnfield.

1.42. *Transfer of the License*: Any transaction in which: an ownership or other interest in Licensee is transferred or assigned, 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 the 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.

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

1.44. *Video Service Provider or VSP*: Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

## **2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants 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. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

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.

2.3. *Term*: This License shall become effective on February 27, 2025 (the "Effective Date"). The term of this License shall be five (5) years from the Effective Date unless this License is earlier revoked or terminated as provided herein.

2.4. *Termination Generally*: Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 31st month following the Effective Date.

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 the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG

Access Support, as provided in Section 5.4, will not be subject to modification under this Section 2.5.1 or 2.5.2.

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 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 to by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.5.4. Modification of PEG Access Support under this License shall be in accordance with the terms and conditions set forth in Section 5.4 hereunder. As stated above, the PEG Access Support is not subject to modification under Section 2.5.1.

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 shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.7. *License Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.8. *No Waiver:*

2.8.1 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, bylaw or lawful regulation 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.

2.8.2 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 Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.9. *Construction of Agreement:*

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

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

2.9.3. Should any change to local bylaws, rules or regulations cause the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option the parties shall submit the matter to binding arbitration.

2.10. *Police Powers:* The Town shall not enact any bylaws that are inconsistent with this License, provided however that 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 causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

2.11. *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 ordinances 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.

### **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 cable 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 negotiation, as determined in good faith 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; and (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

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.

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 written notice to the Issuing Authority regarding the 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 ninety (90) days

following such ruling, , Licensee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each fire station, public school, police station, public library, and such other public buildings as are designated by the Issuing Authority and set forth in Exhibit A. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.4 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07.

#### **4. SYSTEM OPERATION**

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 does not and will not assert jurisdiction over Licensee’s FTTP Network, in contravention of those limitations.

#### **5. SYSTEM FACILITIES**

5.1. *System Characteristics:* Licensee’s Cable System shall meet or exceed the following requirements:

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

5.1.2. 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.

5.2. *Interconnection:* The Licensee shall operate its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *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.

#### **6. PEG ACCESS SERVICES AND SUPPORT**

6.1. *PEG Access Channels:*

6.1.1. 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, three (3) SD PEG Access Channels on its Basic Service tier. In accordance with Section 6.1.2 below, the

Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

6.1.2. 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 the Issuing Authority or the PEG Access Designee within two hundred seventy (270) days of the Licensee's receipt of such written notice. The Issuing Authority shall include in its written notice a statement of whether the programming of such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming in HD or distinct programming. The Issuing Authority or the PEG Access Designee 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 SD PEG Access Channel simulcast in HD, 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.

6.1.3. 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. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term. The Issuing Authority expressly acknowledges that an HD PEG Access Channel may not be available at all times during the term of this License on Licensee's Basic Service tier and that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

6.1.4. The Issuing Authority hereby authorizes the Licensee to transmit such PEG Access Programming within the Town's jurisdictional boundaries and outside the Town's jurisdictional boundaries to other areas that are served out of the same central offices of the Licensee as those that serve the Town. If a PEG Access Channel provided under this Article is not being utilized by the Town or its designee for a period of 120 days, the Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Access Channel for its intended purpose. In the event that the Town determines to again use such PEG capacity, the Town shall provide Licensee with 120 days' prior written notice.

## 6.2. *PEG Interconnection and Cablecasting:*

6.2.1. The Licensee shall continue to interconnect its Cable System with the existing cable operator(s), or, at Licensee's sole discretion, License shall migrate from interconnection to a direct connection to equipment owned by the Town and/or the PEG Access

Designee at a location designed by the Issuing Authority (the “Interconnection Site”) to cablecast, on a live basis, PEG Access Programming consistent with this License. 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 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 initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or 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 PEG Access Designee.

6.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town’s PEG equipment shall be at the output of the Town’s signal processing equipment at the 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, or 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 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.

6.3. *PEG Grant:*

6.3.1. Licensee shall pay to the Town a grant to be used for PEG Access Channel capital funding purposes in the total amount of Fifty Thousand and One Dollars (\$50,001.00) (the “PEG Grant”) in three equal installments of Sixteen Thousand Six Hundred Sixty-Seven Dollars (\$16,667.00) each within forty-five days of the Effective Date, and on the first and second anniversaries of the Effective Date, respectively. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG grant. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

6.3.2. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the PEG Grant remittances within ninety (90) days following the PEG grant payment date for which such payments were applicable. Any such refund shall be requested in writing by Licensee and shall include an itemized account of the basis of the refund requested. The PEG Grant shall not be counted against either the PEG access support payment required by section 5.4, or any License Fee required by Section 6.1.

6.4. *PEG Access Support:*

6.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses (“PEG Access Support”) in the amount of Four and Three Quarters percent (4.75%) of the Licensee's annual Gross Revenue, subject to the limitation in Section 7.2; however, if the Town issues or renews any cable licenses after the Effective Date that provide for a lower percentage of PEG Access Support, then the percentage of the Licensee’s PEG Access Support payments shall be reduced to match such lower 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 and not into the general fund, which account will be under the Issuing Authority’s control.

6.4.2. 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 report documenting, in reasonable detail, the Gross Revenue. 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 year for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

6.5. *Indemnity for PEG.* The Town 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 and to hold harmless and defend Licensee and the Town from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The Town shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

6.6. *Recovery of Costs:* To the extent permitted by federal law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, the PEG Access Support, PEG interconnection, and any other costs arising from the provision of PEG services and to include such costs as separately billed line items on each Subscriber's bill.

6.7. *Non-Commercial Programming:* The Issuing Authority and/or PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority and/or 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.

6.8. *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, discuss in good faith with the Issuing Authority 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.

6.9. *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, 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.

6.10. *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.

## **7. FRANCHISE AND LICENSE FEES**

7.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per *Subscriber* per year (the "License Fee").

7.2. *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 Revenues (as defined above).

7.3. *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.

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

## **8. CUSTOMER SERVICE**

8.1. *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; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. 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 thirty (30) seconds of call waiting.

8.2. *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.

8.3. *Denial of Service:* Subject to 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 or refusal to allow the licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by the licensee's terms and conditions of service.

## **9. REPORTS AND RECORDS**

9.1. *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 or its designated authorized representative(s) shall have the right to inspect at an office of the Licensee, the Licensee's books and records pertaining to the Cable System or the Licensee's provision of Cable Service in the Town at any time during Licensee's regular business hours and on a non-disruptive 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 three (3) years. 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 treat 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. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

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

9.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Licensee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2. 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;

9.2.3. 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;

9.2.4. 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

9.2.5. A map showing the area of coverage for the provisioning of Cable Services.

## **10. INSURANCE AND INDEMNIFICATION**

10.1. *Insurance:*

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

10.1.1.1. Commercial General Liability Insurance in the amount of four million dollars (\$4,000,000) per occurrence for property damage and bodily injury (including death) and four million dollars (\$4,000,000) general aggregate. Such insurance shall cover the construction, operation, maintenance and removal of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

10.1.1.2. Commercial Automobile Liability Insurance for 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 coverage.

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

10.1.2. 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 coverage required herein.

10.1.3. 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.

10.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

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

10.2. *Indemnification:*

10.2.1. Licensee shall indemnify and hold the Town harmless at all times during the term of this License from any and all claims for injury and damage to persons or property, both real and personal, caused by the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this License, provided that the Town shall give Licensee written notice of its request for indemnification within ten (10) days of receipt of a claim pursuant to this subsection. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Licensee's indemnity obligations set forth in Section 10.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any

litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the Town and the Town does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

10.2.3. The Town shall hold harmless and defend Licensee from and against, and shall be responsible for, damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the Town.

10.2.4. The Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence, on the part of the Town, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

10.3. *Performance Bond.* Licensee shall provide to the Town security for the performance of Licensee's obligations under this License in the amount of \$25,000. The form of this security may, at Licensee's option, be a performance bond, letter of credit, cash deposit, cashier's check or other security reasonably acceptable to the Issuing Authority. 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.

## **11. TRANSFER OF LICENSE**

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. 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 Section 1.42 above.

## **12. RENEWAL OF LICENSE**

12.1. *Governing Law:* The Town 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, the Massachusetts Cable Law.

12.2. *Needs Assessments:* In addition to the procedures set forth in Section 626 of the Communications Act, the Town shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License. Such assessments shall be provided to Licensee by the Town promptly so that Licensee has adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of this License prior to expiration of its term.

12.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Licensee and the Town agree that at any time during the term of the then current License, while affording the public appropriate notice and opportunity to comment, the Town and Licensee may agree to undertake and finalize informal negotiations regarding renewal of the then current License and the Issuing Authority may grant a renewal thereof.

12.4. *Consistent Terms:* Licensee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Communications Act.

### **13. ENFORCEMENT AND TERMINATION OF LICENSE**

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, 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 noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance 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 noncompliance, the Town shall provide Licensee with written confirmation that such cure has been effected.

13.3. *Public Hearing:* In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) 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.

13.4. *Enforcement:* Subject to applicable federal and state law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

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

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

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10.3 above.

13.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 13.5.

13.5. *Revocation:* Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 13.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

13.5.1. 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.

13.5.2. Following the second 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 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 finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. 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.

#### **14. MISCELLANEOUS PROVISIONS**

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

14.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. *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.

14.4. *Force Majeure*: Licensee 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.

14.5. *Delivery of Payments*: Licensee may use electronic funds transfer to make any payments to the Town required under this License, subject to the Town having a system in place for same and subject to Town consent, which consent shall not be unreasonably withheld.

14.6. *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 mailed to:

Town of Lynnfield  
Town Hall  
55 Summer St.  
Lynnfield, MA 01940  
Attention: Town Administrator

14.7. *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. Any ordinances or parts of ordinances that conflict with the provisions of this License are superseded by this License.

14.8. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties, except as otherwise provided for herein.

14.9. *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.

14.10. *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.

14.11. *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.

14.12. *Modification:* This License shall not be modified except by written instrument executed by both parties.

14.13. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, or 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, or 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.

14.14. *Interpretation:* The Town 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.

14.15. *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.

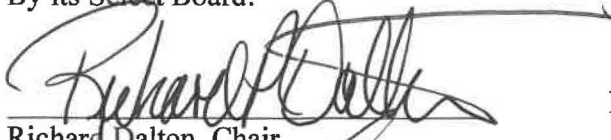
**SIGNATURE PAGE FOLLOWS**

AGREED TO THIS 27<sup>th</sup> DAY OF FEBRUARY, 2025

TOWN OF LYNNFIELD

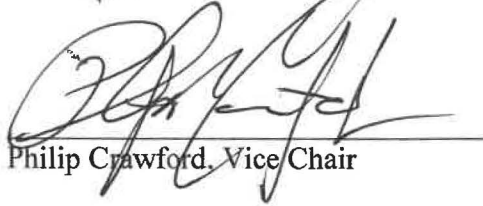
VERIZON NEW ENGLAND INC.

By its Select Board:



Richard Dalton, Chair

By: \_\_\_\_\_  
Nicole M. D'Amour, Region President –  
Consumer & Business Mass Markets



Philip Crawford, Vice Chair



Alex Lealty, Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Verizon Law Department

Signature Page

Town of Lynnfield Renewal License – February 27, 2025

AGREED TO THIS 27<sup>th</sup> DAY OF FEBRUARY, 2025

TOWN OF LYNNFIELD

By its Select Board:

\_\_\_\_\_  
Richard Dalton, Chair

\_\_\_\_\_  
Philip Crawford, Vice Chair

\_\_\_\_\_  
Alex Leahy, Clerk

VERIZON NEW ENGLAND INC.

By:

*Nicole D'Amour*

\_\_\_\_\_  
Nicole M. D'Amour, Region President –  
Consumer & Business Mass Markets

APPROVED AS TO FORM:

*Pamela Goldstein*  
\_\_\_\_\_  
Verizon Law Department  
2/27/25

Signature Page

Town of Lynnfield Renewal License – February 27, 2025

**EXHIBIT A**  
**PUBLIC BUILDINGS SUBJECT TO SECTION 3.4**

<i>Municipal Building</i>	<i>Address</i>
Lynnfield Middle School	505 Main Street
Lynnfield High School	275 Essex Street
Huckleberry Hill School	5 Knoll Road
Summer Street School	262 Summer Street
Senior Center	525 Salem Street
Lynnfield Library	18 Summer Street
Lynnfield Housing Authority	600 Ross Drive
Lynnfield Center Water District	83 Phillips Road
Lynnfield Water District	Salem Street
Lynnfield Town Hall	55 Summer Street
Public Works Department	55 Summer Street
Lynnfield Police & Fire Departments	55 Summer Street
Reedy Meadow Golf Course	195 Summer Street
South Fire Station	600 Salem Street