

**CABLE TELEVISION
FINAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND, INC.**

THE BOARD OF SELECTMEN

**TOWN OF MILLBURY
MASSACHUSETTS**

SEPTEMBER 9, 2008

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THIS CABLE TELEVISION FINAL AGREEMENT (this “License” or “Agreement”) is entered into by and between the Board of Selectmen of the Town of Millbury, as Issuing Authority for the grant of the cable television license pursuant to M.G.L. Chapter 166A, 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 wishes to grant the Licensee a nonexclusive License to construct, install, maintain, extend and operate a Cable System in the Town as designated in this License;

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Section 602(10) of the Communications Act (47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Licensee is in the process of upgrading its existing Telecommunications Facilities through the installation of a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Town which 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 M.G.L. Chapter 166A or Title VI;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the Town, and the Licensee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Town;

WHEREAS, pursuant to 207 CMR 3.03(2), the Licensee submitted an application dated November 7, 2007, on Cable Division Form 100 for a license to operate and maintain a Cable System in the Town;

WHEREAS, pursuant to 207 CMR 3.03(3), the Issuing Authority released an Issuing Authority Report dated February 1, 2008, and the Licensee submitted an amended application dated February 28, 2008;

WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority held a public hearing to assess the qualifications of the Licensee, and has found the Licensee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the Issuing Authority has determined that, in accordance with the provisions of M.G.L. Chapter 166A, the grant of a nonexclusive License to the Licensee is consistent with the public interest; and

WHEREAS, the Issuing Authority and the Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a License to the Licensee, the Licensee’s promise to provide 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 the Licensee shall make available to the Town without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Town and in accordance with the terms of this License;

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

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG 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(6) 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(7) of the Communications Act, 47 U.S.C. § 522(7). meaning the 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.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602(4) 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, which includes the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and by the Telecommunications Act of 1996.

1.10. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.11. *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.

1.12. *Educational Access Channel*: An Access Channel available for the use of the local public schools in the Town.

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

1.14. *Force Majeure*: An event or events reasonably beyond the ability of 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, 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.

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

1.16. *Government Access Channel*: An Access Channel available for use of the Issuing Authority.

1.17. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Service); installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; leased access programming revenues; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid to the Licensee by Subscribers. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to cable franchise and/or license fees to be paid to the Issuing Authority. Provided, however, that Gross Revenues 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, revenues received from Telecommunications Services; revenues received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; 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 revenues of the 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. Revenues from the sale of Cable Services on the Cable System to a reseller when the reseller is required to pay cable license fees to the Town on the resale of the Cable Services;

1.17.7. 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);

1.17.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; 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;

1.17.9. Revenues from the sales of capital assets or sales of surplus equipment (provided that this exclusion shall not include revenues from the sale to Subscribers of Subscriber equipment used for the provision of Cable Service over the Cable System);;

1.17.10. Program launch fees;

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

1.17.12. Any fees or charges collected from Subscribers or other third parties for the PEG Grant.

1.18. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

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

1.20. *Issuing Authority*: The Board of Selectmen of the Town of Millbury.

1.21. *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 M.G.L. Chapter 166A.

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

1.23. *M.G.L. Chapter 166A*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.24. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Town including, but not limited to, Information Services and Telecommunications Services.

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

1.26. *Normal Operating Conditions*: Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

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

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

1.29. *Public Access Channel*: An Access Channel available for the use by the residents in the Town.

1.30. *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

that any of the foregoing are determined to be a transfer of control pursuant to M.G.L. c. 166A, Section 7, and 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

1.42. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the M.G.L. 166A, 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. Notwithstanding any provision of this License, unless otherwise permitted by federal or State law, the Licensee may not provide Cable Service over the Public Rights-of-Way in the Town other than pursuant to the terms of this License (and any amendments and renewals thereto). However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law. 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 parties recognize that the FTTP Network is being constructed and will be 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 Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The 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 the FTTP Network in contravention of those limitations.

2.3. *Term*: This License shall become effective on September 9, 2008 (the "Effective Date"). The term of this License shall be ten (10) years from the Effective Date unless this License is earlier revoked or terminated as provided herein. If, subsequent to the Effective Date, there is a change in federal law or State law that eliminates the authority of local governments to require and grant cable television franchises for the provision of Cable Service, then to the extent permitted by law this License shall survive such legislation and remain in effect for the term of this License..

2.4. *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. .

2.5. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended, including but not limited to the Communications Act and M.G.L. Chapter 166A.

2.6. *No Waiver:*

2.6.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, M.G.L. Chapter 166A or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. 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.

2.7. *Construction of Agreement:*

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

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

2.8. *Police Powers:* Nothing in this Final License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this Final License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this Final License.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:*

3.1.1. *Service Area:* The Licensee shall offer Cable Service to significant number of residents in the Service Area, within twelve (12) months of the Service Date, and shall offer Cable Service to all residential areas of Service Area within four (4) years of the Service Date, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from the Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in developments or buildings that are subject to claimed

exclusive arrangements with other cable providers; (E) in areas, developments or buildings where the Licensee cannot access under reasonable terms and conditions after good faith negotiation, as determined by the Licensee; and (F) in areas, developments or buildings where the 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.

3.2. *Availability of Cable Service:* The 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 the Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Licensee provides Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within three hundred (300) feet of trunk or feeder lines not otherwise already served by the Licensee's FTTP Network. The Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* The Licensee shall provide one Cable Service drop and outlet activated for Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit B**. The Licensee shall not be required to provide a complimentary drop, outlet, or service to the buildings designated in Exhibit B that are not occupied by town employees or volunteers until such time as those buildings are occupied by municipal employees or volunteers. Within thirty (30) days of receipt of written notice that the designated buildings are occupied by municipal employees or volunteers, Licensee shall provide one Cable Service drop and outlet activated for Basic Service so long as the designated buildings are located along Licensee's activated Cable System route in the Town consistent with this Section 3.3.

4. SYSTEM FACILITIES

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

4.1.1. The System shall be designed with an initial digital carrier passband of between 54 and 863 MHz.

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

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

4.3. *Interconnection:* The Licensee shall design 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. PEG SERVICES AND SUPPORT

5.1. *PEG Set Aside; Interconnection:*

5.1.1. In order to ensure universal availability of PEG Programming, the Licensee shall provide capacity on its Basic Service tier for three (3) Channels for Public Access, Educational Access and Government Access (collectively, "PEG Channels").

5.1.2. The Issuing Authority hereby authorizes the Licensee to transmit such Programming within and without the Town's jurisdictional boundaries. The Licensee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the Town, the Licensee may utilize such PEG Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide the Licensee with one hundred twenty (120) days' prior written notice of such request.

5.1.3. The Licensee, at the Licensee's expense, shall connect its Cable System to equipment owned by the Town or its access designee at the PEG Access Studio at Millbury Memorial High School located at (12 Martin St) ("PEG Access Studio") in order to cablecast, on a live basis, all PEG Access Programming originated exclusively at said location and the four (4) additional PEG programming origination addresses designated in this Section 5.1.3.

The Licensee shall provide fiber links between the PEG Access Studio and equipment owned by the Town or its access designee at the following four (4) addresses in order to cablecast, on a live basis, all PEG Access Programming originated exclusively at such addresses:

- (1) Public Library (128 Elm Street),
- (2) Senior Center (One River Street),
- (3) Town Hall (127 Elm St.)
- (4) Asa Waters Mansion (123 Elm Street), and

In addition to the fiber link between the Licensee's Cable System and the PEG Access Studio located at the Millbury Memorial High School complex, Licensee shall provide dedicated PEG access to the following two programming origination points within the Millbury Memorial High School complex:

- (1) auditorium,
- (2) gymnasium.

The PEG Access Studio shall serve as the aggregation point for all PEG Access Programming originating at such locations. Licensee shall provide PEG Edge Device ("PED") equipment at

the PEG Access Studio to switch PEG Programming generated at these locations onto the appropriate PEG Channels provided pursuant to Section 5.1.1 above provided, however, that the Issuing Authority shall be responsible for the operation and maintenance of the PED Device. The Licensee shall make such connections to the PEG Access Studio, Town Hall and the two (2) additional programming origination points within the Millbury Memorial High School complex as specified above within one hundred and eighty (180) days of the Effective Date, provided that the Issuing Authority shall cooperate with the Licensee's efforts pursuant to this Section 5.1.3, and provided further that the Issuing Authority or its access designees shall cooperate with the Licensee with respect to such connections, including, without limitation, providing Licensee with reasonable and lawful access, sufficient space and favorable environmental conditions at each such location. The Issuing Authority or its access designee shall be responsible for delivering a suitable PEG signal to the access connection point at each such location. The Licensee shall provide, install, maintain, repair and replace only equipment that is necessary to receive and transmit such PEG Programming from the designated locations to Subscribers. Notwithstanding the foregoing, the Licensee shall not be obligated to provide LFA with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such PEG programming. The Issuing Authority and the Licensee shall work together in good faith to resolve any PEG access interconnection issues.

The Licensee shall implement the connections from the PEG Access Studio to the Public Library, Senior Center, and Asa Waters Mansion within two hundred seventy (270) days of the Effective Date, provided that the Issuing Authority shall cooperate with the Licensee's efforts pursuant to this Section 5.1.3, and provided further that the Issuing Authority or its access designees shall cooperate with the Licensee with respect to such connections, including, without limitation, providing Licensee with reasonable and lawful access, sufficient space and favorable environmental conditions at each such location. The Issuing Authority or its access designee shall be responsible for delivering a suitable PEG signal to the access connection point at each such location. The Licensee shall provide, install, maintain, repair and replace only equipment that is necessary to receive and transmit such PEG Programming from the designated locations to Subscribers. Notwithstanding the foregoing, the Licensee shall not be obligated to provide LFA with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such PEG programming. The Issuing Authority and the Licensee shall work together in good faith to resolve any PEG access interconnection issues.

5.2. PEG Grant and PEG Access Support:

5.2.1. *PEG Grant*: Licensee will provide a grant to the Issuing Authority or its access designee to be used for the support of the production of local PEG programming or any Institutional Network or cable-related facilities and equipment within the Town ("PEG Grant"). For purposes of this License, the Issuing Authority's access designee shall not include the incumbent cable operator. Such PEG Grant shall be used by the Issuing Authority or its access designee for public, educational or governmental access equipment, including, but not limited to studio and portable production equipment, editing equipment and program playback equipment, for renovation of public, educational or governmental access facilities, or for equipment to facilitate transmission of public, educational or governmental access programming and other services over network facilities or functionally equivalent purposes in accordance

herewith and in accordance with all applicable laws and regulations. The PEG Grant provided by Licensee hereunder shall be One Hundred Fifteen Thousand Dollars (\$115,000), payable as follows:

(1) Sixty Nine Thousand Dollars (\$69,000) within ninety (90) days of the Effective Date;

(2) Twenty Three Thousand Dollars (\$23,000) on or before the second (2nd) anniversary of the Effective Date;

(3) Twenty three Thousand Dollars (\$23,000) on or before the third (3rd) anniversary of the Effective Date.

If the incumbent cable operator provides the Issuing Authority with a PEG Grant of One Hundred Eighty Five Thousand Dollars (\$185,000) or more as part of a five (5) year renewal license with the Issuing Authority during the term of this License, the Issuing Authority shall notify the Licensee in writing that such an agreement has been executed. If such notice is received then, on or before the sixth (6th) anniversary of the Effective Date, Licensee shall provide the Issuing Authority or its designee with an additional PEG Grant totaling Eighty Five Thousand Dollars (\$85,000).

5.2.2. *PEG Access Support*: Licensee shall provide payments to the Town or its designee to be used to support ongoing operations of PEG access programming (the "PEG Access Support"). Such payment shall be used by the Town or its designee solely for personnel, operating and other related expenses incurred in connection with PEG access programming operations. Subject to the limitations in Section 6.2, the PEG Access Support provided by Licensee shall be four percent (4%) of Licensee's annual Gross Revenues to be paid pursuant to Section 5.2.3 below. However, if the next renewal license of the incumbent cable operator (or its successor or assign) in the Town provides for the incumbent to pay a different percentage during the term of this License, then the percentage of the Licensee's PEG Access Support payments shall be adjusted to match such percentage over that same time period subject to the limitations in Section 6.2 below. Each such payment shall be accompanied by a general statement of the total amount of Gross Revenue subject to the fee and the total fee amount due.

5.2.3. The PEG Access Support payments, pursuant to Section 5.2.2 above, shall be made no later than forty-five (45) days following the end of each calendar quarter. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, or shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of this Section 5.2.3, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.3. *Indemnity for PEG*: The Issuing Authority shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize the Licensee to transmit Programming consistent with this License and to hold harmless and defend the 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 Issuing Authority 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) and this License.

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

6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, 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").

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total annual franchise fee commitment pursuant to this License and applicable law in excess of five percent (5%) of its annual Gross Revenues; provided that such five percent (5%) shall include (i) the License Fee payable to the Town (Section 6.1), (ii) the license fee payable to the Commonwealth of Massachusetts pursuant to Section 9 of M.G.L. Chapter 166A, and (iii) the PEG Access Support (Section 5.2.2), but it shall not include the PEG Grant (Section 5.2.1).

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

6.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this Agreement shall be four (4) years from the date on which payment by the Licensee is due.

6.5. *Recomputation:* Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional. All amounts shall be subject to audit and recomputation by the Issuing Authority pursuant to this Section 6.5.

6.5.1. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such

documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this Final License, which audit shall be applicable to the previous four (4) year period in accordance with Section 6.4 above. If, after such audit and recomputation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any such undisputed amounts within thirty (30) business days after completion of such review. If the discrepancy is more than five percent (5%) or Five Thousand Dollars (\$5,000), whichever is greater, the Licensee shall reimburse the Issuing Authority's reasonable, documented, third-party costs of such audit, which costs shall be limited to Three Thousand Dollars (\$3,000). Any auditor employed by the Issuing Authority shall not be compensated on a success-based formula (e.g., payment based on a percentage of underpayment, if any).

7. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit C, which shall be binding unless amended by written consent of the parties. Licensee shall comply with the billing and termination of service provisions set forth in 207 CMR 10.00, as amended.

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at a location reasonably and mutually convenient to the parties hereto the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town (including a map of Licensee's facilities in the public right of way) at any time during Normal Business Hours and on a reasonable and non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Final License. Such notice shall specifically reference the section or subsection of this Final License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The 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, the 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. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

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

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the 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;

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

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

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

9. INSURANCE AND INDEMNIFICATION

9.1. Insurance:

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

9.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee’s Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers’ Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts.

9.1.1.4. Employers' Liability Insurance in the following amounts:
(A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

9.1.1.5. Excess liability or umbrella coverage of not less than two million dollars (\$2,000,000).

9.1.2. The Town shall be designated as additional insured under each of the insurance policies required in this Article 9 Worker's Compensation and Employer's Liability Insurance.

9.1.3. The Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.

9.1.4. Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with a B+ or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

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

9.2. Indemnification:

9.2.1. 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, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this Final License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority 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 Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the 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 includes the release of the Town and the Issuing Authority does not consent to the terms of any such settlement or compromise,

the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

9.3. *Performance Bond.* Prior to the Service Date, the Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Twenty Five Thousand Dollars (\$25,000) securing the performance of the Licensee's obligations under this License. The performance bond shall be substantially in the form of **Exhibit D**. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, the 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 the 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.

10. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned consistent with M.G.L. c. 166A, Section 7, and the Cable Division's transfer regulations (207 CMR 4.00, et. seq.). 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 otherwise for transactions otherwise excluded under Section 1.41.2 above, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to M.G.L. c. 166A, Section 7, and 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations.

11. RENEWAL OF LICENSE

11.1. *Governing Law:* The Town and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and applicable provisions of M.G.L. Chapter 166A.

11.2. *Needs Assessments:* In addition to the procedures set forth in Section 626 of the Communications Act, the Town shall notify the Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Licensee under the terms of this License. Such assessments shall be provided to the Licensee by the Town promptly so that the 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.

11.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, the 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 the 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.

11.4. *Consistent Terms*: The 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.

12. ENFORCEMENT AND TERMINATION OF LICENSE

12.1. *Notice of Violation*: If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify the Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

12.2. *The Licensee’s Right to Cure or Respond*: The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if the 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 the Licensee with written confirmation that such cure has been effected.

12.3. *Public Hearing*: In the event that the 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 11.2(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 the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide the Licensee the opportunity to be heard.

12.4. *Enforcement*: Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 12.3, determines that the Licensee is in default of any provision of this License, the Issuing Authority may:

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

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

12.4.3. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 12.5.

12.4.4. Assess liquidated damages in accordance with the schedule set forth in Section 12.6 below.

12.5. *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 12.3, the Issuing Authority shall give written notice to the 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 the 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) 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.

12.5.1. At the designated public hearing, the 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 record and verbatim transcript shall be made of such hearing, the cost of which shall be born by the Licensee.

12.5.2. Following the second public hearing, the 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 the Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. The 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 consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority.

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

12.6. *Liquidated Damages:* The parties agree and acknowledge that the Licensee's failure to comply with certain provisions of this Final License will result in injury to the Issuing Authority, the extent of which will be difficult to estimate. As such, the parties agree to the liquidated damages provided for in this Section 12.6, with such liquidated damages representing the parties' best estimate of the damages resulting from the specified

noncompliance, and that said liquidated damages are fair and reasonable compensation for such damage. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice of the provision(s) with which the Issuing Authority believes the Licensee has failed to comply, provided that the Issuing Authority has made a determination of default in accordance with the procedures set forth in Sections 12.1 through 12.4 above.

On an annual basis, the Licensee shall not be liable for liquidated damages that exceed five thousand dollars (\$5,000).

The liquidated damages shall be assessed in the following manner:

12.6.1. For failure to offer Cable Service in accordance with Sections 3.1 and 3.2, two hundred dollars (\$200) per day for each day that such failure continues;

12.6.2. For failure to comply with the customer service standards in accordance with Article 7, one hundred fifty dollars (\$150) per day for each day that such failure continues;

12.6.3. For failure to provide, install and activate Cable Service to public buildings in accordance with Section 3.3, fifty dollars (\$50) per day for each day that such failure continues;

12.6.4. For failure to provide PEG in accordance with Article 5, two hundred dollars (\$200) per day for each day that such failure continues;

12.6.5. For Failure to provide required reports in accordance with this License, one hundred dollars (\$100) per day for each day that such failure continues.

12.7. All violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories.

13. MISCELLANEOUS PROVISIONS

13.1. *Actions of Parties:* In any action by the Town or the 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.

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

13.3. *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.

13.4. *Force Majeure:* The 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 the 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 the Licensee that outweigh the benefit to be derived by the Town and/or Subscribers.

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

13.6. *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.

13.6.1. Notices to the Licensee shall be mailed to:

Verizon New England, Inc.
185 Franklin Street
Boston, MA 02110
Attention: Donna C. Cupelo, President

13.6.2. with a copy to:

Verizon Telecom
One Verizon Way
Room VC43E010
Basking Ridge, NJ 07920-1097
Attention: Jack White, Senior VP and Deputy General Counsel

13.6.3. Notices to the Issuing Authority shall be mailed to:

Town of Millbury
Office of the Town Manager
127 Elm Street

Millbury, MA 01527
Attention: Town Manager

13.6.4. with a copy to:

Town of Millbury
Cable Television Advisory Committee
127 Elm Street
Millbury, MA 01527

13.7. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between the Licensee and the Town, and it supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

13.8. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties.

13.9. *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.

13.10. *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.

13.11. *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.

13.12. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, surrender, denial of renewal of this License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the 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. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, surrender, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services.

13.13. *Interpretation:* The Town and the 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.

13.14. *No Third Party Beneficiary*: Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

13.15. *Warranties*: Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this Final License.

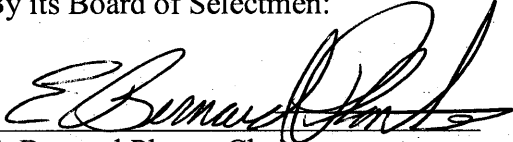
13.16. *Counterparts*: This License may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This License and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this License or any counterpart hereof to produce or account for any of the other counterparts.

SIGNATURE PAGE FOLLOWS

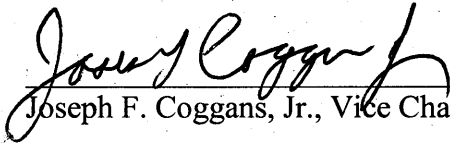
AGREED TO THIS ____ DAY OF SEPTEMBER, 2008.

TOWN OF MILLBURY

By its Board of Selectmen:



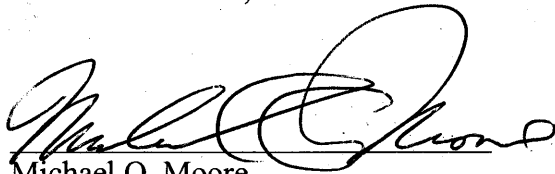
E. Bernard Plante, Chairman



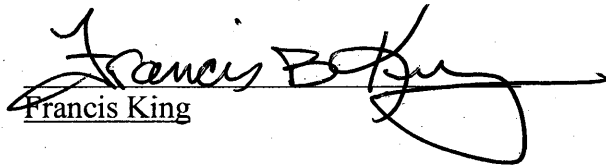
Joseph F. Coggans, Jr., Vice Chairman



Kenneth I. Schold, Clerk

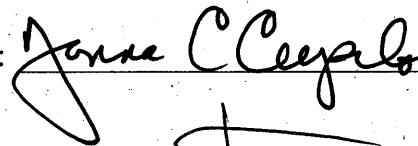


Michael O. Moore



Francis King

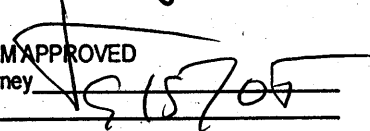
VERIZON NEW ENGLAND, INC.

By: 

FORM APPROVED

Attorney

Date


9/15/08

EXHIBITS

EXHIBIT A – SERVICE AREA MAP

**EXHIBIT B – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE
SERVICE**

EXHIBIT C – CUSTOMER SERVICE STANDARDS

EXHIBIT D – PERFORMANCE BOND

EXHIBIT A
SERVICE AREA MAP

(See attached map)

Service Area Map for the Town of Milbury, MA

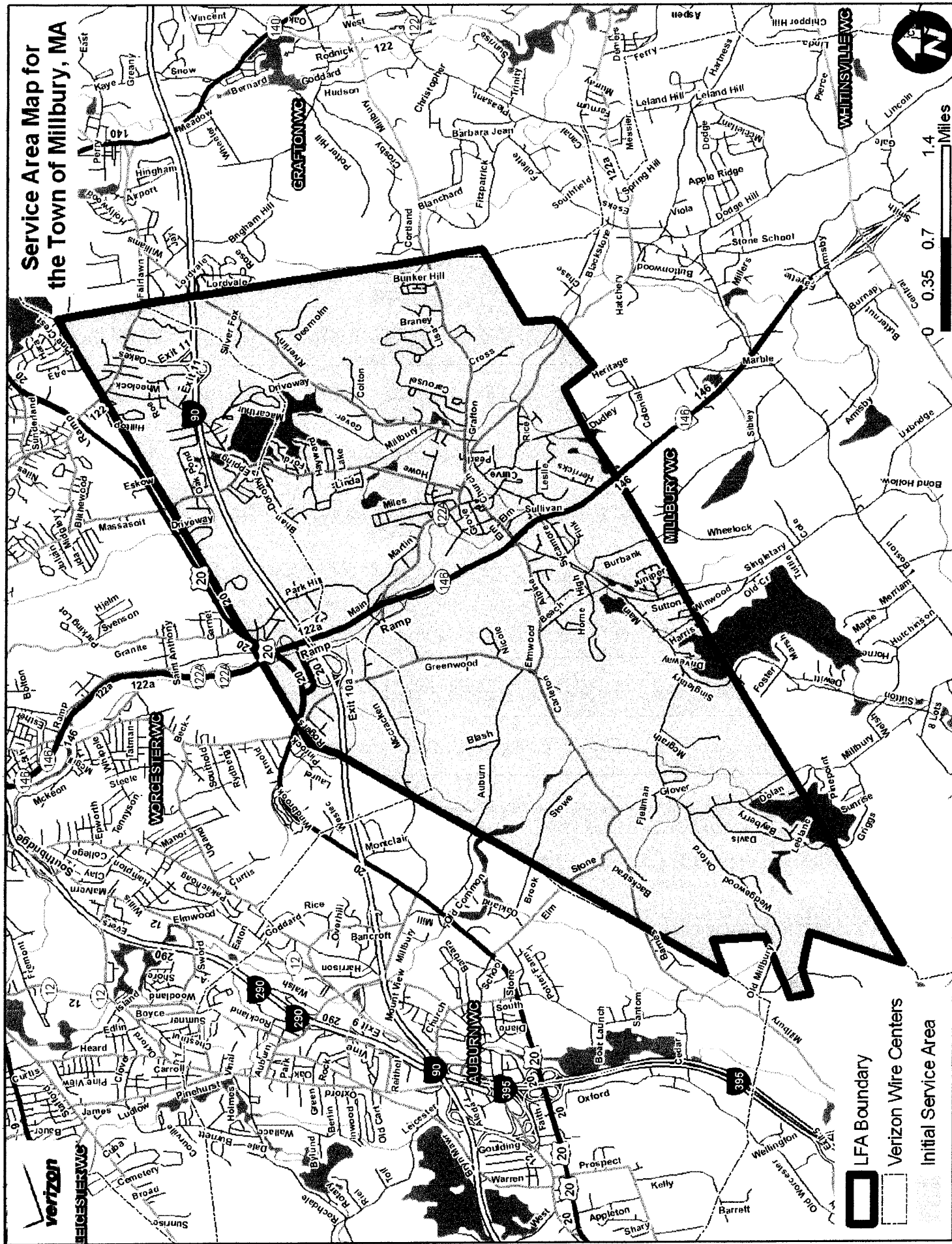


EXHIBIT B

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Municipal Office Building	127 Elm Street
Millbury Senior Center/Council on Aging	One River Street
Asa Waters Mansion	123 Elm Street
Millbury Public Library	128 Elm Street
Fire Department Headquarters	126 Elm Street
Fire Station	1489 Grafton Road
Fire Station	240 Millbury Avenue
Fire Station	207 West Main Street
Millbury School Dept/Business Office	12 Martin Street
Millbury Jr/Sr High School	12 Martin Street
R. E. Shaw Elementary School	58 Elmwood Street
Elmwood Street School	40 Elmwood Street
Sewer Department	131 Providence Street
Parks Dept Barn (DPW)	135 Providence Street
Highway Barn (DPW)	137 Providence Street
Transfer Station	211 Riverlin Street
Butler Farm	44 Singletary Road
Grass Hill School (Historic Building)	314 West Main Street

MUNICIPAL BUILDINGS LEASED TO OTHER BUSINESSES (TO BE PROVIDED A DROP, OUTLET, AND FREE SERVICE IF OCCUPIED BY TOWN EMPLOYEES OR VOLUNTEERS)

McGrath School	130 Elm Street
Dorothy Manor School	153 Millbury Avenue

EXHIBIT C

CUSTOMER SERVICE STANDARDS

These standards shall, starting twelve (12) months after the Service Date, apply to the Licensee to the extent it is providing Cable Services over the Cable System in the Town.

SECTION 1: DEFINITIONS

- A. **Respond:** The Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.
- B. **Service Call:** The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- C. **Service Interruption:** The loss of picture or sound on one or more cable Channels.
- D. **Significant Outage:** A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.
- E. **Standard Installation:** Installations where the Subscriber is within three hundred (300) feet of trunk or feeder lines.

SECTION 2: TELEPHONE AVAILABILITY

- A. The Licensee shall maintain a local and/or a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. The Licensee representatives trained and qualified to answer questions related to Cable Service in the Service Area shall be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. The Licensee representatives shall identify themselves by name when answering this number.
- B. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after the Effective Date.
- C. The Licensee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute telephone calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue

for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal less than three percent (3%) of the time during any calendar quarter.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with applicable FCC rules relating to grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Licensee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within fourteen (14) days after an order is placed.

The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than fourteen (14) days after an order is placed.

C. The Licensee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, generally beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee's discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. However, Licensee shall use its best efforts to provide some appointment times between 8 AM and 5 PM on weekends.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Licensee shall notify the Issuing Authority of any Significant Outage of the Cable Service.

B. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than

four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Licensee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

C. Licensee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Licensee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

E. Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time the Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. The Licensee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. Under Normal Operating Conditions, the Licensee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of twenty-four (24) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Licensee to verify the problem if requested by the Licensee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Licensee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Licensee shall resolve Subscriber complaints referred by the Issuing Authority within five (5) business days; provided that the Licensee shall notify the Town of those matters that necessitate an excess of five (5) business days to resolve, which matters must be resolved within fifteen (15) days of the initial Complaint. The Issuing Authority may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Licensee shall perform those actions, which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Licensee shall, be allowed to itemize as separate line items, without limitation, License fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of Subscriber bills.

B. In accordance with 207 CMR 10.05(1), Subscriber payment shall be due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five (5) business days following the mailing date of the bill.

C. A specific due date shall be listed on the bill of every Subscriber.

D. Any billing disputes registered by a Subscriber shall be resolved in accordance with 207 CMR 10.07.

E. The Licensee shall notify the Subscriber of the result of its investigation of any Complaint and shall give an explanation for its decision within thirty (30) business days after the receipt of the Complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within thirty (30) days. Any Subscriber who disagrees with the results of Licensee's investigation shall promptly inquire about and take advantage of any Complaint resolution mechanism, formal or informal, available under this License or through the Issuing Authority before the Cable Division may accept a petition. The Subscriber or the Licensee may petition the Cable Division to resolve disputed matters within thirty (30) days of any final action.

F. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Issuing Authority upon request.

G. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Licensee may in the future, at its' discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

H. The Issuing Authority hereby requests that Licensee omit the information specified in 47 C.F.R. §76.952(a) from its Subscriber bills.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. The Licensee shall comply with 207 CMR 10.08 with respect to security deposits.

B. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

C. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

D. Bills shall be considered paid when appropriate payment is received by the Licensee or its' authorized agent. Appropriate time considerations shall be included in the Licensee's collection procedures to assure that payments due have been received before late notices or termination notices are sent and shall at all times comply with 207 CMR 10.05.

SECTION 8: RATES, FEES AND CHARGES

A. The Licensee shall not, except to the extent permitted by applicable law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Licensee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Licensee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Licensee's equipment (for example, a dog chew).

B. The Licensee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice. The Licensee's imposition of late fees shall comply with 207 CMR 10.05(3).

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. The Licensee shall comply with 207 CMR 10.05 with respect to delinquency and termination of service.

B. In accordance with applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or 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.

C. Cable Service terminated in error must be restored without charge within twenty- four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the service termination was reported by the Subscriber.

D. Charges for cable service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Licensee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Licensee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Licensee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Licensee and to receive Cable Service or other multi-channel video service from another Person or entity.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. The Licensee shall require that: (i) all Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Licensee wear a clearly visible identification card bearing their name and photograph; (ii) all Licensee representatives wear appropriate clothing while working at a Subscriber's premises; and (iii) every service vehicle of the Licensee and its contractors or subcontractors shall (a) be clearly identified as such to the public, (b) have the Licensee's logo plainly visible and (c) have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee. In addition, the Licensee shall make reasonable effort to account for all identification cards at all times.

B. The Licensee shall require that all contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous manner.

C. The Licensee shall send annual notices to all Subscribers informing them that any Complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

D. All notices identified in this Section 10 shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. Pursuant to 207 CMR 10.01(1), the Licensee shall give written notice of its billing practices to potential Subscribers before a subscription agreement is reached. Pursuant to 207 CMR 10.01(3), the Licensee shall provide the Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing a change of one of its billing practices. Pursuant to 207 CMR 10.02(2), the Licensee shall provide the Cable Division, Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services in the Town.

F. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, and at any time upon request from any Subscriber:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services, including prices Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;

(3) Installation and maintenance policies;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the Issuing Authority, but with a notice advising the Subscriber to initially contact the Licensee about all Complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Licensee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Licensee's office to which Complaints may be reported.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

EXHIBIT D

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Oblige), in the full and just sum of _____ Dollars (\$ _____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Oblige have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Oblige has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Oblige shall deliver to Surety a written statement of the details of such default within 30 days after the Oblige shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Oblige not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Oblige.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligor recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligor by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2007.

Principal

Surety

By: _____

By: _____
_____, Attorney-in-Fact

Accepted by Obligor: _____

(Signature & date above - Print Name, Title below)