

**TOWN OF MILTON  
COMMONWEALTH OF MASSACHUSETTS**

***CABLE TELEVISION  
RENEWAL LICENSE***

OCTOBER 16, 1997

TOWN OF MILTON  
COMMONWEALTH OF MASSACHUSETTS  
CABLE TELEVISION RENEWAL LICENSE

***{REVISED}***

## TABLE OF CONTENTS

		<b>Page</b>
<b>ARTICLE 1</b>	<b>DEFINITIONS .....</b>	<b>3</b>
Section 1.1	Definitions .....	3
<b>ARTICLE 2</b>	<b>GRANT AND TERM OF LICENSE</b>	<b>7</b>
Section 2.1	Grant of License .....	7
Section 2.2	Rights and Privileges of License .....	7
Section 2.3	Applicable Law .....	8
Section 2.4	Term of Renewal License .....	8
Section 2.5	Transfer and Assignment of Renewal License .....	8
Section 2.6	Non-Exclusivity of License.....	9
Section 2.7	Police and Regulatory Powers .....	11
Section 2.8	Removal or Abandonment .....	11
<b>ARTICLE 3</b>	<b>SYSTEM DESIGN, CONSTRUCTION AND OPERATION.</b>	<b>11</b>
Section 3.1	Subscriber Network .....	11
Section 3.2	Construction Maps .....	12
Section 3.3	Service to Residential Dwellings: Standard Drop .....	12
Section 3.4	Institutional Network ("I-NET").....	13
Section 3.5	Parental Control Capability .....	15
Section 3.6	Cable Service to Public Buildings and Schools .....	15
Section 3.7	Emergency Alert System .....	16
Section 3.8	Standby Power .....	16
Section 3.9	Tree Trimming .....	16
Section 3.10	Underground Wiring of Utilities .....	17
Section 3.11	Mutual Use of Facilities.....	17
Section 3.12	Pedestals and Vaults .....	17
Section 3.13	Private Property .....	17
Section 3.14	Restoration to Prior Condition .....	18
Section 3.15	Cooperation with Building Movers .....	18
Section 3.16	Relocation Facilities .....	18
Section 3.17	Service Interruption; Rebates .....	19
Section 3.18	Construction and Maintenance Standards .....	19
Section 3.19	Right of Inspection .....	19
Section 3.20	System Interconnection .....	19
Section 3.21	Emergency Removal of Plant .....	20

Section 3.22	FCC Social Contract .....	20
Section 3.23	Commercial Establishments .....	20
Section 3.24	Dig Safe .....	20

## TABLE OF CONTENTS

<b>ARTICLE 4</b>	<b>PEG ACCESS AND COMMUNITY PROGRAMMING COMMITMENTS AND POLICIES .....</b>	<b>21</b>
Section 4.1	PEG Access and Community Programming, Facilities and Equipment .....	21
Section 4.2	Milton Access Table Television .....	23
Section 4.3	PEG Access/Local Origination Budget .....	23
Section 4.4	PEG Access and LO Programming and Coverage .....	24
Section 4.5	Training .....	24
Section 4.6	PEG Access Channels .....	25
Section 4.7	Access Channel(s) Maintenance .....	25
Section 4.8	Censorship .....	25
Section 4.9	Access Cablecasting .....	26
<b>ARTICLE 5</b>	<b>RATES AND PROGRAMMING .....</b>	<b>26</b>
Section 5.1	Initial Rates .....	26
Section 5.2	Rate Re-regulation .....	26
Section 5.3	Programming Categories .....	27
Section 5.4	Programming Tiers .....	27
Section 5.5	Leased Access .....	27
Section 5.6	Stereo TV Transmissions .....	27
Section 5.7	Channel Line-up .....	27
Section 5.8	Remote Controls .....	28
Section 5.9	Eligible Senior Citizen Discount .....	28
<b>ARTICLE 6</b>	<b>SUBSCRIBER RIGHTS AND CONSUMER PROTECTION .....</b>	<b>28</b>
Section 6.1	Customer Service .....	28
Section 6.2	Telephone Access .....	28
Section 6.3	Installations, Outages and Service Calls .....	29
Section 6.4	Installation .....	29
Section 6.5	Minimum Subscriber Information .....	30
Section 6.6	Parental Control .....	30
Section 6.7	Billing and Termination Procedures .....	31
Section 6.8	Voluntary Disconnection of Service .....	31
Section 6.9	Billing Disputes .....	31
Section 6.10	Complaint Resolution Procedures .....	31
Section 6.11	Employee Identification Cards .....	32
Section 6.12	Protection of Subscriber Privacy .....	32

Section 6.13	Privacy Written Notice .....	33
Section 6.14	Distribution of Subscriber Information .....	33

## Table of Contents

		Page
Section 6.15	Polling by Cable .....	33
Section 6.16	Information with Respect to Viewing Habits and Subscription Decisions .....	34
Section 6.17	Subscriber's Right to Inspect and Verify Information .....	34
Section 6.18	Monitoring .....	34
Section 6.19	Technical and Customer Service Staff Levels .....	35
Section 6.20	Non-Discrimination .....	35
Section 6.21	Municipal Access to Licensee's Survey Materials .....	35
<b>ARTICLE 7</b>	<b>LICENSE ADMINISTRATION .....</b>	<b>35</b>
Section 7.1	Regulatory Authority .....	35
Section 7.2	General .....	36
Section 7.3	Indemnification .....	36
Section 7.4	Insurance .....	37
Section 7.5	Performance Bond .....	37
Section 7.6	Letter of Credit .....	38
Section 7.7	Determination of Breach.....	39
Section 7.8	Notice of Cancellation or Reduction of Coverage	40
Section 7.9	Service Interruptions .....	41
Section 7.10	Performance Evaluation Sessions .....	41
Section 7.11	License Fee Entitlement .....	41
Section 7.12	Other Payment Obligations and Exclusions .....	42
Section 7.13	Late Payments .....	42
Section 7.14	Subscriber and User Complaints .....	43
Section 7.15	Subscriber Complaint Report .....	43
Section 7.16	Individual Complaint Reports .....	43
Section 7.17	In-House Telephone Reports .....	43
Section 7.18	Quality of Service .....	43
Section 7.19	Service Interruption Report .....	44
Section 7.20	Financial Reports .....	44
Section 7.21	Non-Exclusivity of Remedy .....	44
Section 7.22	No Waiver - Cumulative Remedies .....	44
Section 7.23	Revocation of Remedy License .....	45
Section 7.24	Incorporation by Reference .....	45
Section 7.25	Termination .....	46

Section 7.26	Notice of Legal Action .....	46
--------------	------------------------------	----

## Table of Contents

		<b>Page</b>
<b>ARTICLE 8</b>	<b>GENERAL PROVISIONS .....</b>	<b>46</b>
Section 8.1	License as Contract Under Seal .....	46
Section 8.2	Entire Agreement .....	46
Section 8.3	Captions .....	47
Section 8.4	Severability .....	47
Section 8.5	Force Majeure .....	47
Section 8.6	Warranties .....	47
Section 8.7	Notices .....	48
Section 8.8	Removal of Antennas .....	48
Section 8.9	Subscriber Television Sets .....	48
Section 8.10	Cost of Publication .....	48
Section 8.11	Jurisdiction .....	49
Section 8.12	No Recourse Against the Issuing Authority .....	49
Section 8.13	Town's Right of Intervention .....	49



**A G R E E M E N T**

**This Cable Television Renewal License entered into this 16th day of October, 1997, by and between MediaOne a Delaware corporation, and the Board of Selectmen of the Town of Milton, Massachusetts, an Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A. W I T N E S S E T H**

WHEREAS, the Issuing Authority of the Town of Milton, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable cable television renewal

licenses to construct, operate and maintain a Cable Television System within the Town of Milton;  
and

WHEREAS, the Issuing Authority conducted two (2) public hearings, pursuant to Section 626 of the Cable Act, the first on November 13, 1996 and the second on December 11, 1996, to 1) ascertain the future cable related community needs and interests of Milton, and 2) review the performance of Continental Cablevision during its current license term; and

WHEREAS, the Issuing Authority of the Town of Milton issued a Request for a Cable Television Renewal Proposal to Continental Cablevision on December 19, 1996; and

WHEREAS, Continental Cablevision submitted a license renewal proposal to the Town of Milton, dated February 10, 1997, for a renewal license to operate and maintain a Cable Television System in the Town of Milton; and

WHEREAS, the Issuing Authority and Continental Cablevision (now MediaOne) did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Milton; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and renewal proposals of MediaOne; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Milton to grant a non-exclusive renewal license to MediaOne.

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

## ARTICLE 1 - DEFINITIONS

### *Section 1.1 - Definitions*

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

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

(2) Cable Television Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.

(3) Affiliate or Affiliated Person: A person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (of the equivalent thereof) of more than 10 percent.

(4) Basic Service: Any Service distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all broadcast Signals required to be carried on Basic Service pursuant to federal law.

(5) CMR: The acronym for Code of Massachusetts Regulations.

(6) Cable Communications Policy Act of 1984 ("Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104458, 110 Stat. 110 (1996).

(7) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services.

(8) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town.

(9) Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a video, audio, or data signal.

(10) Commission: The Massachusetts Community Antenna Television Commission.

(11) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(12) Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of Programming.

(13) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(14) Educational Access Channel: Any channel which has been allocated for use by educational organizations and institutions in the Town of Milton.

(15) Effective Date: June 22, 1997.

(16) FCC: The Federal Communications Commission, or any successor agency.

(17) Government Access Channel: Any channel which has been allocated for use by the Town of Milton, the Issuing Authority or its designee(s).

(18) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other equipment rentals and/or leases or sales; advertising revenues; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable Television System. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided,

however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(19) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(20) Institutional Network ("I-Net"): The separate 550 MHz cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, its designees and/or Town departments.

(21) Issuing Authority: The Board of Selectmen of the Town of Milton, Massachusetts.

(22) Leased Channel: Any channel available for lease for programming by persons other than Licensee.

(23) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Milton, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(24) Licensee: MediaOne of Milton, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

(25) Local Origination Programming: Local programming produced and/or cablecast by the Licensee, but not including PEG Access Programming.

(26) Multichannel Video Programming Provider: A person who or which makes available to residents in Milton multiple channels of Video Programming.

(27) Milton Access Television (MACTV): The entity, designated by the Issuing Authority of the Town of Milton, for the purpose of funding the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(28) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

(29) Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to subscribers on a per-channel basis or as a package of services, in addition to the charge or fee to subscribers for basic service and for any such other tier as may be required pursuant to applicable law.

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

(31) Public Educational and Government Access ("Public or PEG Access"): The right or ability of any Milton residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable Television System for non-commercial programming.

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

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

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

(35) Social Contract: The contractual agreement between the FCC and the Licensee, dated August 1, 1995, at FCC 95-335, as amended by the FCC on August 23, 1996, at FCC 96-358.

(36) Standard Service Package: A combination of cable service tiers, consisting of the Basic Broadcast tier and Cable Programming Service tiers, as those tiers are defined by the FCC, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Television System.

(37) State: The Commonwealth of Massachusetts.

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

(39) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(40) Town: The Town of Milton, Massachusetts.

(41) Upstream Channel: A channel over which Signals travel over the Cable System to the Headend from remote points of origination.

## **ARTICLE 2 - GRANT AND TERM OF LICENSE**

### ***Section 2.1 - Grant of Renewal License***

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Act and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Milton. Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any special laws or Town by-laws and/or regulations enacted hereafter.

### ***Section 2.2 - Rights and Privileges of Licensee***

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, all over, along, across or upon the Public Ways of the Town of Milton within its municipal boundaries and subsequent additions thereto for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with all applicable laws.

### ***Section 2.3 - Applicable Law***

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

### ***Section 2.4 - Terms of Renewal License***

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on June 22, 1997, and shall terminate at midnight on June 21, 2007.

### ***Section 2.5 - Transfer and Assignment of Renewal License***

- (a) To the extent required by G.L. c. 166A, Section 7, and the regulations of the Commission promulgated thereunder, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly

or indirectly, or by transfer of control of any Person, company or other entity holding such Renewal License to any other Person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application therefore as provided by the Commission and on forms prescribed by the Commission and the FCC. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

- (b) Any reasonable administrative costs, up to Two Thousand Dollars (\$2,000.00), including legal and consulting fees, incurred by the Issuing Authority in connection with the review of such application, shall be reimbursed by the Licensee or transferee.
- (c) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.
- (d) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this Renewal License.

### ***Section 2.6 - Non-Exclusivity of License***

- (a) This renewal license shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Milton; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.
- (b) The grant of any additional cable television license(s) shall not be on terms and conditions more favorable or less burdensome than those contained in this Renewal License. The grant of any such additional license(s) shall be at the sole discretion of the Issuing Authority.
  - (i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing. In said case, the Issuing Authority shall convene a public hearing within thirty (30) days, unless a different date is mutually agreed to by the parties hereto. At said public hearing, the Licensee shall be provided an opportunity to demonstrate that any such additional cable television license(s) are on terms and conditions more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested, subject to Section 7.2 infra.



- (ii) Should the Licensee demonstrate that any such additional cable television license(s) are on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority and the Licensee shall consider and negotiate, in good faith, appropriate equitable amendments to the Renewal License.
  - (iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.6(b)(i) above; provided, however, the Issuing Authority shall consider all services, facilities, funding and/or fee requirements in this Renewal License at the hearing referenced in Section 2.6(b)(i), for the purpose of determining whether an additional cable television license is on terms and conditions more favorable or less burdensome than those contained in this Renewal License.
- (c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.
- (d) In the event that a Multichannel Video Programming Provider, which is not in any way an Affiliate of the Licensee, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. In such case, the Issuing Authority shall convene a public hearing within thirty (30) days, unless a different date is mutually agreed to by the parties hereto.
- (i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 7.2 *infra*.
  - (ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider, in good faith, equitable amendments to this Renewal License.
  - (iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.6(d)(i) above; provided, however, the Issuing Authority shall consider all services, facilities, funding and/or fee requirements at the hearing referenced in Section 2.6(d)(i) or the purpose of determining whether any such Multichannel Video Programming Provider is having a substantial negative impact on the Licensee's Cable System in the Town.

- (iv) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s), which are not in any way an Affiliate of the Licensee, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

### ***Section 2.7 - Police and Regulatory Powers***

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public and of general applicability. Licensee shall comply with all applicable regulations and by-laws enacted by the Town pursuant to any such powers.

### ***Section 2.8 - Removal or Abandonment***

Upon termination of this Renewal License by passage of time or otherwise, and unless Licensee renews its Renewal License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove all of its supporting structures, poles, transmission and distribution systems and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition; provided, however, that the Licensee shall not remove the Institutional Network.

If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

## **ARTICLE 3 - SYSTEM DESIGN, CONSTRUCTION AND OPERATION**

### ***Section 3.1 - Subscriber Network***

- (a) The Licensee shall make available to all residents of the Town a 750 MHz Cable Television System, fed by means of a fiber-optic transportation cable network, fully capable of carrying a minimum of seventy-eight (78) analog video Channels in the downstream direction and four (4) analog video Channels in the upstream direction. Said 750 MHz Cable System shall be designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog two-way transmissions, which may be subject to change at the discretion of the Licensee. The costs of this Cable System upgrade shall in no event be subject to external rate adjustments and/or pass-throughs for subscribers beyond permissible amounts pursuant to the Social Contract.

- (b) The Licensee shall not remove any television antenna of any Subscriber but shall offer Subscribers the choice between cable and non-cable television reception.
- (c) During the term of this Renewal License, Licensee shall use best efforts to employ state of the art technology in the operation of the Cable Television System taking into consideration the costs of doing so.

### ***Section 3.2 - Construction Maps***

- (a) Upon written request by the Issuing Authority, the Licensee shall file with the Town accurate maps of all existing and proposed trunk and feeder installations within sixty (60) days of the Effective Date of this Renewal License.
- (b) Thereafter, annually, the Licensee shall file with the Issuing Authority accurate maps of all newly constructed cable plant. Three (3) sets of maps shall be provided to the Issuing Authority including (i) a complete set of strand maps for the Subscriber Network, (ii) a complete set of strand maps for the Institutional Network, and (iii) a set of two (2) Town maps. The Town maps shall show the route and position of all primary components, one each for the Subscriber and Institutional Networks.
  - (i) Primary components for the Subscriber Network shall include all fiber, cable, electronic, or electrical components upstream of the fiber to coax converters used for residential feeds. The number of service Drops facilitated by each coaxial line off the Converters will be indicated.
  - (ii) Primary components for the Institutional Network shall include all components.

### ***Section 3.3 - Service to Residential Dwellings: Standard Drop***

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the Town regardless of the type of dwelling, or its geographical location. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty feet (150 ft.) for an underground Drop, shall be entitled to a standard installation rate; provided, however, Licensee may reasonably charge Subscribers for nonstandard and customized installations.

### ***Section 3.4 - Institutional Network***

- (a) No later than seven (7) months from the Effective Date of this Renewal License, the Licensee shall construct a new, separate advanced Institutional Network ("I-Net") for the exclusive, non-commercial use of the Issuing Authority, its designees and Town departments and not for sale or lease. Said I-Net shall have a minimum capacity of 550 MHz, utilizing a hybrid

fiber/coaxial ("HFC") configuration. Said I-Net shall be capable of transmitting Signals from 222-550 MHz in the downstream direction, equivalent to fifty-four (54) Downstream Channels, and transmitting Signals from 5-186 MHz in the upstream direction, equivalent to twenty-eight (28) Upstream Channels. The I-Net shall be capable of transmitting video and high-speed data.

- (b) Based upon equipment provided by the Town, the I-Net shall be capable of transmitting between as many of the Town buildings and other institutions ("I-Net Buildings") specified in Exhibit 2 in light of technology and the funding authorized by this Renewal License. The I-Net shall permit, among other things, C 1) electronic mail, 2) data, 3) interactive teaching, 4) energy management monitoring, 5) security monitoring of municipal buildings, 6) fire detection and 7) municipal training. Designated Users shall be able to transmit to other institutions using a modulator, modem and/or other necessary equipment, provided by the Town.
- (c) No later than January 1, 1998, representatives of the Town and the Licensee shall conduct a joint inspection of, and agree upon in writing, regarding, the precise location of Drops and/or Outlets in each I-Net Building and the overall design of the I-Net.
- (d) To ensure that the Town's I-Net equipment can be operated at high-speed data transmission levels appropriate to meet the needs of the Town, the Licensee and a representative(s) of the Town shall meet, as reasonably necessary, to discuss appropriate I-Net equipment. There shall be no charge(s) to the Town for any such meeting(s).
- (e) Said I-Net shall be operated, maintained and serviced by the Licensee pursuant to Exhibit 3, attached hereto and made a part hereof. The Licensee and a representative from the Town shall meet to discuss operation of the I-Net pursuant to Exhibit 3.
- (f) The Licensee shall provide and maintain, without charge to the Town and/or any designated institution(s), an activated I-Net Drop and Outlet(s) to each of the I-Net Buildings listed in Exhibit 2 of this Renewal License. The Licensee shall provide the Town with an additional thirty-six (36) I-Net and/or Subscriber Network Outlets and/or origination points in public buildings, schools and/or other institutions in the Town, as identified by the Issuing Authority in writing. There shall be no charge(s), and/or interest for any I-Net costs applied thereto, to the Town and/or designated building(s) for any such Outlets. The Licensee shall provide one (1) Drop to any new municipal buildings constructed along the I-Net route, without charge(s) to the Town.
  - (i) The Licensee shall discuss the location of each Outlet with the appropriate officials in each I-Net Building(s), prior to the installation of such Outlet. The Issuing Authority shall designate such officials in writing to the Licensee.
- (g) The I-Net shall be interconnected with the Subscriber Network at the Headend or Hub Site for PEG channel purposes. All remote PEG Channel Signals shall be sent on an Upstream Channel to the Headend or Hub Site, where such Signal(s) shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the automatic switching of all PEG Channel Upstream Signals to the

appropriate Subscriber Network Downstream Channels. Said Signal switching shall be performed by the Licensee at no cost to the Town and/or other I-Net User(s).

- (h) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.
- (i) The I-Net shall be operated and maintained, at a minimum, in compliance with applicable FCC Technical Specifications. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem, including the possibility of a performance test of the I-Net, if appropriate.
- (j) The Town shall be responsible for purchasing and maintaining all interface equipment used on the I-Net including, but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment.
- (k) The Licensee shall be responsible for providing all necessary amplification and other electronic I-Net equipment necessary to ensure that the I-Net functions as required, without charge(s) to the Town and/or I-Net Buildings.
- (l) There shall be no charges to the Town for I-Net construction, operational, maintenance, repair and/or Drop/Outlet(s) installation costs. The Licensee may only externalize, line-item or otherwise pass-through any I-Net costs to Subscribers in compliance with applicable laws and/or regulations.
- (m) The parties estimate that the cost of constructing and installing the I-Net shall not exceed One Hundred-Fifty Thousand Dollars (\$150,000.00). The parties agree that fifty percent (50%) of the final costs of construction and installation of the I-Net shall in no event be externalized, line-itemed and/or in any manner passed-through to Milton Subscribers. The parties further agree that fifty percent (50%) of the final costs of construction and installation of the I-Net may be externalized and/or line-itemed on Subscriber bills by the Licensee.

### ***Section 3.5 - Parental Control Capability***

The License shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets.

### ***Section 3.6 - Cable Service to Public Buildings and Schools***

- (a) Licensee shall provide, free of charge, an activated Outlet of at least Standard Service, or the level of service which includes Cable in the Classroom programming as long as Licensee receives Cable in the Classroom Programming under agreements or pursuant to terms similar to those which are currently in place, excluding premium channels, to public buildings along its cable routs upon written request of the Issuing Authority. Classrooms in newly constructed schools shall be wired pursuant to the Social Contract. Upon expiration of the Social Contract, the Licensee shall wire new classrooms, at the request of the Issuing Authority, to be paid by the Issuing Authority at the cost incurred by the Licensee.
- (b) Any location in the Milton public schools which has been previously wired for cable service shall be entitled to a cable Converter which can receive the fullest level of cable service other than premium or a la carte channels.
- (c) The Licensee shall install a total of thirty-six (36) additional I-Net or Subscriber Network Outlets in public buildings, schools and other institutions, as identified by the Issuing Authority. There shall be no charge(s), and/or interest for any Subscriber costs applied thereto, to the Town and/or designated building(s) for any such Outlets.
- (d) No later than July 1, 1998, the Licensee shall install three (3) additional Outlets on each floor of each Milton School Department building, identified in Exhibit 6 attached hereto, or a total of forty-two (42) additional Outlets for the School Department.
- (e) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

### ***Section 3.7 - Emergency Alert System***

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

### ***Section 3.8 - Standby Power***

The Licensee shall maintain a minimum of three (3) hours standby power at the Headend facility and any sub-Headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon failure of normal power supply. Upon written request, Licensee shall furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

***Section 3.9 - Tree Trimming***

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town Property shall occur except upon a permit in writing from the Town Arborist and/or other person designated by the Department of Public Works.

### ***Section 3.10 - Underground Wiring of Utilities***

- (a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.
- (b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

### ***Section 3.11 - Mutual Use of Facilities***

- (a) When possible, Licensee shall be able to use the underground conduit maintained by the Town based upon a mutually agreeable, written agreement with the Issuing Authority.
- (b) The Town shall have the right to free use of the Licensee poles and conduit used within the Town, based upon a mutually agreeable, written agreement with the Licensee.

### ***Section 3.12 - Pedestals and Vaults***

In any cases in which vaults housing passive devices are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be flush at ground level or completely buried (in accordance with applicable Public Works Department regulations); provided, however, that Licensee may place active device (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably denied. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 3.2 herein.

### ***Section 3.13 - Private Property***

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

### ***Section 3.14 - Restoration to Prior Condition***



Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the Town's Department of Public Works Commissioners or their designee provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town, or otherwise, subject to the Letter of Credit provision of Section 7.6 herein.

### ***Section 3.15 - Cooperation with Building Movers***

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be in accordance with applicable law.

### ***Section 3.16 - Relocation of Facilities***

- (a) The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.
- (b) The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or other town equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in the Licensee's construction schedule.

### ***Section 3.17 - Service Interruption; Rebates***

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of twenty-four (24) hours notice to affected Subscribers. Licensee shall notify Subscribers if, at any time, they are eligible for a rebate under applicable law.

### ***Section 3.18 - Construction and Maintenance Standards***

- (a) The Licensee shall construct and operate a Cable Television System and render service to subscribers consistent with all applicable federal, state and/or local regulations during the term of this License. The construction, maintenance and operation of the Cable Television system for which this License is granted shall be in conformance with the applicable provision of the National Electrical Code (Article 820), the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Community Antenna Television Commission and the FCC. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted simultaneously to the Town.
- (b) All structures, lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition, in good order and repair, and not be visually detrimental.

### ***Section 3.19 - Right of Inspection***

The Issuing Authority or its designee(s) shall have the right to inspect, at reasonable times on reasonable notice to Licensee, all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

### ***Section 3.20 - System Interconnection***

Upon written request of the Issuing Authority, the Licensee shall use reasonable efforts to interconnect its Subscriber Network with any or all other adjacent cable systems owned and managed by the Licensee. Said interconnection request shall state the purpose for which interconnection is sought. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite, or other appropriate and economically feasible method. If the cost of the interconnection would be unreasonable or cause an unacceptable increase in subscriber rates, or if the system architectures involved are incompatible for purposes of interconnection, the Licensee may refuse to interconnect the Cable System.

### ***Section 3.21 - Emergency Removal of Plant***

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any government program providing for reimbursement.

### ***Section 3.22 - FCC Social Contract***

The Licensee shall give the Issuing Authority written notice of the expiration of the FCC Social Contract, a minimum of ninety (90) days prior to said expiration. Included with said notice shall be a written statement(s) by the Licensee explaining how, or if, it intends to continue providing any Internet access services provided to the Town, its departments and agencies, and/or the Milton School Department.

### ***Section 3.23 - Commercial Establishments***

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

### ***Section 3.24 - "Dig Safe"***

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

## **ARTICLE 4 - PEG ACCESS AND COMMUNITY PROGRAMMING COMMITMENTS AND POLICIES**

### ***Section 4.1 - PEG Access and Local Origination Programming, Facilities and Equipment***

- (a) The Licensee shall continue to be responsible for providing Public, Educational and Governmental ("PEG") Access and Local Origination ("LO") Programming, facilities and equipment to the residents of the Town, pursuant to the provisions of this Article 4. The Licensee shall continue to operate, maintain and staff the PEG Access and LO Programming studio located in the Milton High School. The Licensee shall also continue to operate, maintain and/or repair the mobile van and its portable equipment therein. The Licensee shall continue to employ a minimum of two (2) full-time staff for the production of Milton PEG Access and LO Programming.
- (b) The Licensee shall purchase new equipment for its (1) PEG Access and LO Programming studio, (2) mobile van, and (3) portable equipment in an amount not less than One Hundred Twenty Thousand Dollars (\$120,000.00) in Year One and Year Two of this Renewal License.
- (c) The exact equipment to be purchased and installed with said \$120,000.00 shall be the decision of MACTV; provided, however, that MACTV shall work with the Licensee's staff, in good faith, on the exact equipment to be purchased. The Licensee shall order said equipment within thirty (30) days of agreeing upon said equipment list with MACTV.
- (d) No later than six (6) months from the Effective Date of this Renewal License, the Licensee shall purchase, equip and install fixed video production equipment in the Board of Selectmen's Meeting Room at the Milton Town Hall. Said equipment shall not exceed Forty Thousand Dollars (\$40,000.00).
- (e) The exact equipment to be purchased with said \$40,000.00 shall be the decision of MACTV, provided, however, that MACTV shall work with the Licensee's staff, in good faith, on the exact equipment to be purchased. The Licensee shall order said equipment within thirty (30) days of agreeing upon said equipment list with MACTV.
- (f) MACTV shall specify to the Licensee the exact location of said equipment in the Board of Selectmen's Meeting Room.
- (g) The Licensee shall provide funding in the amount of Eighty Thousand Dollars (\$80,000.00) to replace/update said PEG Access and LO Programming studio, mobile van and portable equipment. Said funding shall be made available on the anniversary of the Effective Date of this Renewal License as follows:

Year Four:     \$20,000

Year Five:     \$20,000

Year Six: \$20,000

Year Seven: \$20,000

Total: \$80,000

- (h) The exact equipment to be purchased and installed with said \$80,000.00 shall be the decision of MACTV; provided, however, that MACTV shall work with the Licensee's staff, in good faith, on the exact equipment to be purchased. The Licensee shall order said equipment within thirty (30) days of agreeing upon said equipment list with MACTV.
- (i) The Licensee shall maintain and repair all existing (as of the Effective Date of this Renewal License) and new PEG Access and LO Programming studio equipment, and the mobile van and its equipment, for the entire term of this Renewal License, at the Licensee's sole cost and expense.
- (j) Said studio shall continue to be open for PEG Access/LO use a minimum of forty (40) hours each week. The current hours of operation are 9:30 a.m. until 9:00 p.m., Monday through Thursday and 9:30 a.m. until 4:30 p.m. on Fridays. The Licensee shall work with the Advisory Committee and MACTV, in good faith, on insuring flexible hours to meet the needs of PEG Access Users in the Town, particularly with reference to such weekend hours.
- (k) In no case shall the value of said PEG Access and LO Programming equipment, in subsections (b), (d) & (g) above, be counted against any License Fee payment, required by Section 7.9 infra, or any other fees or payments required by applicable law.
- (l) There shall be no charges to the Town and/or PEG Access Users for use of the PEG Access and LO studio facilities, mobile van and portable equipment. The parties hereto agree that fifty percent (50%) of the total value of equipment funding pursuant to subsections (b), (d) & (g) herein shall in no event be externalized, line-itemed and/or in any manner passed-through to Milton Subscribers. The parties further agree that fifty percent (50%) of the total value of equipment funding pursuant to subsections (b), (d) & (g) herein may be externalized by the Licensee.
  - (i) In the event that the Licensee line-items or otherwise passes-through any such PEG Access and LO equipment/facilities costs to Subscribers, the Licensee may only do so, including, but not limited to, computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with said laws and/or regulations.
  - (ii) If requested to do so by the Issuing Authority, the Licensee shall itemize and verify any such line-itemed or passed-through PEG Access and LO equipment costs, in sufficient detail to enable the Issuing Authority to independently verify that such costs have been line-itemed or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

#### ***Section 4.2 - Milton Access Cable Television***

- (a) Milton Access Cable Television ("MACTV") will continue to render advice and assistance in PEG Access/LO Programming, and to foster the development of innovative, practical and cost-effective utilization of the Cable System.
- (b) MACTV will continue to be composed of representatives of Milton's community agencies and organizations, as well as interested individuals who live or work in Milton.
- (c) The Licensee shall continue to fund the activities of MACTV as follows:
  - (i) The Licensee shall continue to pay to MACTV the annual amount of two dollars and fifty cents (\$2.50) for each Milton Subscriber
  - (ii) Said annual funding shall be paid to MACTV on March 15<sup>th</sup> of each year of this Renewal License.
- (d) On annual basis throughout the term of this Renewal License, the Licensee shall match the dollar value of any scholarship awarded by MACTV up to the amount of two thousand dollars (\$2,000.00).; ~~without changes of any kind to the Town, MACTV and/or any Milton Subscribers.~~

#### ***Section 4.3 - PEG Access/Local Origination Budget***

- (a) The Licensee shall continue to be responsible for preparing an annual budget for PEG Access and LO Programming. Said budget shall include costs relating, but not be limited, to salary, studio rental, maintenance and repair, and supplies.
- (b) The Licensee's budget for PEG Access and LO Programming shall continue to be not less than it is currently spending as of the Effective Date of this Renewal License. Thereafter, said budget shall include annual increases.

#### ***Section 4.4 - Peg Access and LO Programming and Coverage***

- (a) Licensee shall produce and cablecast local programs which shall include coverage of events, public affairs and issues relevant to Milton Subscribers. Licensee shall collaborate with local businesses, community organizations, human service producers and residents to produce such programming. Licensee shall use its best efforts to produce ten (10) hours of PEG Access and LO Programming per week. Licensee shall be responsible for providing "live" coverage of regularly scheduled meetings of the Board of Selectmen and School Committee, and upon reasonable notice, special meetings of such bodies. Said weekly PEG Access and LO Programming shall consist of both live and taped Programming.

- (b) The Issuing Authority and/or its designee(s) may identify areas of importance for PEG Access and LO Programming and submit such information to the Licensee.
- (c) The Licensee shall submit a programming schedule to each of the Town's newspapers, provided they will print it, in time for publication. Any schedule changes shall be broadcast periodically.
- (d) For purposes of this Renewal License, PEG Access Programming shall be deemed to include, but not be limited to, coverage of all Board of Selectmen's meetings, School Committee meetings, Town Meetings, all Public Access Programs, and all Educational Access Programs, etc.
- (e) All PEG Access Programming produced and cablecast pursuant to this Renewal License shall be made available to any other providers of Video Programming operating in the Town, upon payment to the Town and/or MACTV of equivalent equipment/facilities funding to that found in this Article 4. There shall be no charges to the Town and/or other providers of Video Programming for such PEG Access Programming.

#### ***Section 4.5 - Training***

The Licensee shall offer training programs to the Milton community in the use of PEG Access and LO Programming equipment and facilities at least twice a year and more often if demand requires additional programs. Such training shall be at levels that are appropriate for the enrolled community residents. No later than ninety (90) days from the Effective Date of this Renewal License, the Licensee shall submit a plan of direct outreach to community organizations and agencies to the Issuing Authority for its approval, such approval not to be unreasonably withheld. Licensee shall also advertise availability of such training program(s) on its LO channel(s) during a period of one (1) month just preceding the date of such training programs.

#### ***Section 4.6 - PEG Access Channels***

- (a) Upon the Effective Date of this Renewal License, the Issuing Authority shall have two (2) channels dedicated to PEG Access and LO Programming.
- (b) The Licensee shall provide upstream channel capacity for PEG Access Programming on the I-Net.
- (c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, once established, without the advance, written notice to the Issuing Authority.
- (d) At all times during this Renewal License there shall be one (1) Channel for exclusive PEG Access Use.

- (e) Said PEG Access shall be maintained, made available and operated by the Licensee at no charge to Users. Operating rules for such channels shall be formulated, and periodically revised, when necessary, in cooperation with the Cable Television Advisory Committee and MACTV.

#### ***Section 4.7 - Access Channel(s) Maintenance***

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. Upon written request, the Licensee shall make available a copy of its most recent performance tests required by the FCC.

#### ***Section 4.8 - Censorship***

Neither the Town nor the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.



### ***Section 4.9 - Access Cablecasting***

- (a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability, as identified in Exhibit 2 attached hereto, to the Headend, on one of the I-Net Upstream Channels made available, without charge, to the Town for its use. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels.
- (b) It shall be the Licensee's sole responsibility to ensure that said Programming is properly switched, either manually or electronically, to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.
- (c) The Licensee shall provide and maintain all necessary switching and/or processing equipment in order to switch Upstream Signals from the Town to the designated Downstream Access Channel.

## **ARTICLE 5 - RATES AND PROGRAMMING**

### ***Section 5.1 - Initial Rates***

- (a) The initial rates for all Programming, installation and equipment which are in effect as of May 1, 1997 are listed in Exhibit 1 attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.
- (b) The Licensee may only externalize, line-item or otherwise pass-through any license related cost to Subscribers in compliance with applicable laws and/or regulations.

### ***Section 5.2 - Rate Regulation***

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under state and federal laws.

### ***Section 5.3 - Programming Categories***

Licensee shall provide and maintain the mix, quality and broad categories of Programming set forth in Exhibit 4 attached hereto, and 2) all PEG Access channel(s) required by Section 4.6 herein.

### ***Section 5.4 - Programming Tiers***

The initial programming and services offered by Licensee are listed in Exhibit 1 attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

### ***Section 5.5 - Leased Access***

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

### ***Section 5.6 - Stereo TV Transmissions***

Provided that Licensee's Headend is capable of receiving more of a television broadcaster's Programming day in stereo, Licensee shall transmit this broadcast Programming in stereo to its Subscribers.

### ***Section 5.7 - Channel Line-Up***

- (a) Licensee shall notify the Issuing Authority and all Subscribers, in advance, each time its channel line-up changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Milton Programming line-up at least thirty (30) days before any such change is to take place.
- (b) In the event the channel line-up is changed during the term of the Renewal License, Licensee shall provide each Subscriber with an updated channel line-up.

### ***Section 5.8 - Remote Controls***

Licensee shall allow Subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the Converter installed by Licensee. Licensee may require a charge for use of the remote control capacity of its Converter, as allowed by applicable state and federal law(s).

### ***Section 5.9 - Eligible Senior Citizen Discount***

The Licensee shall offer a ten percent (10%) discount on the Basic Service tier to all heads of household, age sixty-five (65) or older who are also Medicaid eligible at their permanent residence. In order to qualify for such discount affected senior must present evidence of such eligibility to Licensee.

## **ARTICLE 6 - SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

### ***Section 6.1 - Customer Service Office***

- (a) The Licensee shall maintain a payment and equipment exchange center at a convenient location to the Town no farther than the current center located in the City of Quincy. Said center shall be open for walk-in business during normal business hours, which may be changed from time to time to reflect the needs of the community.
- (b) Said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least thirty (30) days advance written notice of any such change(s) and (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes.

### ***Section 6.2 - Telephone Access***

- (a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 a.m. to 5:00 p.m., Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls.
- (b) Licensee shall provide a telephone answering service during other times which shall be informed how to respond in case of emergencies requiring standby technicians. Such answering service shall be also instructed to call upon Licensee's standby personnel when it is evident that the complaints received are indicative of a problem effecting a large number of subscribers.

- (c) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for its Milton Subscribers, unless required otherwise to be a local telephone number by applicable law.
- (d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.
- (e) A Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under normal operating conditions.

### ***Section 6.3 - Installations, Outages and Service Calls***

Licensee shall comply with the Customer Service Obligations, adopted by the FCC in 47 C.F.R. § 76.309(c), as may hereafter be amended. See Exhibit 5 attached hereto.

### ***Section 6.4 - Installation***

- (a) Licensee shall respond to all request for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said Subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).
- (b) Licensee shall be responsible for picking up and changing Converters at Subscriber's request at no additional charge where such converter change-out is initiated by Licensee's expansion of channel capacity. In order to improve service, Licensee reserves the right to offer Subscribers the option of bringing Converters to a Licensee office for drop-or for exchange themselves.

### ***Section 6.5 - Minimum Subscriber Information***

Licensee will provide all prospective Subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

- (a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

- (b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.
- (c) Written information concerning the utilization of video cassette recorders (VCRs) with cable service(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.
- (d) Written information concerning the availability of special equipment such as VCR kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et. seq.
- (e) Written information concerning privacy policies, pursuant to federal and state law and regulations.
- (f) Written information concerning steps to take in the event of loss of service.

***Section 6.6 - Parental Control***

- (a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with a capability to control the reception of any channel on the Cable Television System.
- (b) The parental control capability may require the use of a converter box. The Licensee may charge subscribers for use of said box in compliance with applicable laws.

### ***Section 6.7 - Billing and Termination Procedures***

Licensee will comply with the regulations of the Commission, 207 CMR 10.00 et. seq., as those regulations may be amended from time to time, and shall inform all prospective subscribers of complete information about billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service.

### ***Section 6.8 - Voluntary Disconnection of Service***

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a Subscriber. A Subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

### ***Section 6.9 - Billing Disputes***

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) working days of receiving notification from the Subscriber. The Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

### ***Section 6.10 - Complaint Resolution Procedures***

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:
  - (i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
  - (ii) Should a subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing

administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

- (c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.
- (d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

#### ***Section 6.11 - Employee Identification Cards***

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

#### ***Section 6.12 - Protection of Subscriber Privacy***

- (a) Licensee shall respect the rights of privacy of every subscriber and/or user of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.
- (b) Licensee shall comply with all privacy provisions contained in this Article 6 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 or the Cable Act and Title 18 United States Code Section 2520.
- (c) Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

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

### ***Section 6.13 - Privacy Written Notice***

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System subscribers, Licensee shall provide a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing Licensee's policy for the protection of subscriber privacy.

### ***Section 6.14 - Distribution of Subscriber Information***

Licensee and its agents or employees shall not, without giving subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the Subscriber either by name or address and Licensee shall abide by this request.

### ***Section 6.15 - Polling by Cable***

No poll or other upstream response of a Subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

### ***Section 6.16 - Information with Respect to Viewing Habits and Subscription Decisions***

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual subscriber except as required by law.

### ***Section 6.17 - Subscriber's Right to Inspect and Verify Information***

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



- (b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.
- (c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to Licensee's General Manager.

### ***Section 6.18 - Monitoring***

Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, without the prior written authorization of the affected subscriber or commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between a subscriber or commercial use and any third party, except as required for lawful business purposes. Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected subscriber, or as may be required by applicable state and/or federal laws(s).

### ***Section 6.19 - Technical and Customer Service Staff Levels***

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

### ***Section 6.20 - Non-Discrimination***

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state law and regulations concerning non-discrimination.

### ***Section 6.21 - Municipal Access to Licensee's Survey Materials***

In the event the Licensee surveys the Milton subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary.

## **ARTICLE 7 - LICENSE ADMINISTRATION**

### ***Section 7.1 - Regulatory Authority***

- (a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.
- (b) The Licensee shall meet with the Advisory Committee, on a quarterly basis, as scheduled by the Advisory Committee, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

### ***Section 7.2 - General***

- (a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.
- (b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall review the information with its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

### ***Section 7.3 - Indemnification***

- (a) The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to the Renewal License of exercise of any of its rights under this Renewal License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.
- (b) In order for the Town to assert its rights to be indemnified, defended, or held harmless:
  - (1) the Town must promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
  - (2) the Town shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee; and
  - (3) the Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

### ***Section 7.4 - Insurance***

- (a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with the Town as a named insured with an insurance company satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall

be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Policies will contain a provision that the Issuing Authority will receive thirty (30) days written notice prior to any cancellation.

- (b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).
- (c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee.

#### ***Section 7.5 - Performance Bond***

- (a) The Licensee shall maintain, without charge to the Town and/or the Access Corporation, throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.
- (c) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof.
- (c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$50,000.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under this Renewal License.

#### ***Section 7.6 - Letter of Credit***

- (a) In the event that the Issuing Authority makes a determination that the Licensee is in default of this Renewal License, pursuant to Section 7.7 infra, the Issuing Authority may instruct the

Licensee to obtain and maintain at its sole cost and expense, an irrevocable letter of credit from a financial institution, licensed to do business in the State, in the amount of Twenty-Five Thousand Dollars (\$25,000.00). The Licensee shall obtain such letter of credit within thirty (30) days of notice from the Issuing Authority. The form and content of the letter of credit shall be subject to the reasonable approval of the Town. Said letter of credit shall be used to ensure the faithful performance by the Licensee of all material provisions of this Renewal License and compliance with all material orders, permits and directions of any office of the Town having jurisdiction over its acts and defaults under this Renewal License, and the payment by the Licensee of any claim, liens, fee, or taxes due the City which arise by reason of the construction, upgrade, operation, installation or maintenance of the Cable Television System.

- (b) Upon a withdrawal(s) against said letter of credit, the letter of credit shall promptly, but in no case more than ten (10) days later, be renewed to the full amount of Twenty-Five Thousand Dollars (\$25,000.00).
- (c) The City's right to proceed against the letter of credit shall be governed by the provisions of Section 7.7 *infra*.
- (d) For the violation of any of the following provisions of this Renewal License, damages shall be paid by the Licensee to the Issuing Authority, subject to Section 7.7 *infra*. Any such damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 7.7 (d) below.
  - (1) For failure to fully upgrade, activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, three hundred dollars (\$300.00) per day, for each day that any such non-compliance continues.
  - (2) For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 3.4 herein and Exhibit 2 attached hereto, three hundred dollars (\$300.00) per day, for each day that any such non-compliance continues.
  - (3) For failure to comply with the PEG Access programming and equipment provisions in accordance with the timelines in Article 4 herein, three hundred dollars (\$300.00) per day, for each day that any such non-compliance continues.
  - (4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 6.1 *infra*, and Exhibit 4 attached hereto, one hundred dollars (\$100.00) per day that any such non-compliance continues.
- (e) The rights reserved to the Town with respect to said letter of credit are in addition to all other rights of the Town, whether reserved by this Renewal License or authorized by applicable law, and no action, proceeding or exercise of a right with respect to said letter of credit shall affect any other right the Town may have.

### ***Section 7.7 - Determination of Breach***

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any material or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have fourteen (14) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such fourteen (14) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.
- (c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required fourteen (14) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.
- (d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearing, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:
  - (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
  - (ii) commence an action at law for monetary damages;
  - (iii) foreclose on all or any appropriate part of the security provided pursuant to Sections 7.5 and/or 7.6 herein;
  - (iv) declare the Renewal License to be revoked subject to Section 7.25 below and applicable law;
  - (v) invoke any other lawful remedy available to the Town.

### ***Section 7.8 - Notice of Cancellation or Reduction of Coverage***

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

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

### ***Section 7.9 - Service Interruptions***

In the event that the Licensee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the subscriber.

### ***Section 7.10 - Performance Evaluation Sessions***

The Issuing Authority shall at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review the Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee shall notify its subscribers of all performance evaluation sessions by announcements on the Public Access/LO Programming channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to pre-empt its regularly scheduled Public Access/LO Programming to air these announcements.

### ***Section 7.11 - License Fee Entitlement***

- (a) Subject to applicable law, Licensee shall, on or before March 15<sup>th</sup> of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each year.
- (b) Should Massachusetts law be changed to permit the Town and/or the Commonwealth to collect a greater licensee fee than provided above the Issuing Authority may collect an additional license fee after forty-five (45) days notice to Licensee of its intent to do so; provided that Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law including, but not limited to, state and federal license fees and franchise fees, and PEG Access payments only made pursuant to this License which are in excess of five percent (5%) of the Licensee's Gross Annual Revenues, as defined herein.

#### ***Section 7.12 - Other Payment Obligations and Exclusions***

- (a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.
- (b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.
- (c) The Licensee hereby agrees that the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

#### ***Section 7.13 - Late Payment***

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.10 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.5 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.10 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.



*Milton, MA*

#### ***Section 7.14 - Subscriber and User Complaints***

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

#### ***Section 7.15 - Subscriber Complaint Report***

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 10.06, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Licensee shall provide monthly reports of the same information upon the request of the Issuing Authority. Should the Commission eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

#### ***Section 7.16 - Individual Complaint Reports***

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

#### ***Section 7.17 - In-House Telephone Reports***

To establish the Licensee's compliance with Section 6.2 herein, the Licensee shall provide, upon the request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

#### ***Section 7.18 - Quality of Service***

Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the Town and Licensee, who is not an employee or agent of the Licensee of the Town. Licenses shall pay for the costs of

said engineer only if the tests performed show that Licensee is not in compliance with the standards set forth in Section 3.18 herein.

#### ***Section 7.19 - Service Interruption Report***

Licensee shall submit, on a form prescribed by the Commission, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.14 herein.

#### ***Section 7.20 - Financial Reports***

Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Commission, on forms prescribed by the Commission, a statement of its revenues and expenses for official use only. In addition, to the extent required by federal and state law or regulations, Licensee shall file annually with the Commission and the Authority on forms prescribed by the Commission, a financial balance sheet and statement of ownership which shall be open to public inspection. Such statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee. In the event the Commission no longer requires or provides forms for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

#### ***Section 7.21 - Non-Exclusivity of Remedy***

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

#### ***Section 7.22 - No Waiver - Cumulative Remedies***

- (a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.
- (b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.
- (c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

- (d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

### ***Section 7.23 - Revocation of Renewal License***

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

### ***Section 7.24 - Incorporation by Reference***

- (a) All presently and hereafter applicable conditions and requirements of federal and state law and regulations, including, but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Commission, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.
- (b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

### ***Section 7.25 - Termination***

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

### ***Section 7.26 - Notice of Legal Action***

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

## **ARTICLE 8 - GENERAL PROVISIONS**

### ***Section 8.1 - License as Contract Under Seal***

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

### ***Section 8.2 - Entire Agreement***

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

### ***Section 8.3 - Captions***

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

### ***Section 8.4 - Severability***

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

### ***Section 8.5 - Force Majeure***

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

### ***Section 8.6 - Warranties***

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

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

### ***Section 8.7 - Notices***

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Milton, 525 Canton Avenue, Milton, MA 02186 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.

### ***Section 8.8 - Removal of Antennas***

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

### ***Section 8.9 - Subscriber Television Sets***

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

### ***Section 8.10 - Cost of Publication***

Licensee shall, upon request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute, a maximum of twenty-five (25) copies of the License.

### ***Section 8.11 - Jurisdiction***

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

### ***Section 8.12 - No Recourse Against the Issuing Authority***

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

### ***Section 8.13 - Town's Right of Intervention***

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.



## **SIGNATURE PAGE**

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Milton, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by MediaOne of Milton, Inc.

### **TOWN OF MILTON**

By: The Milton Board of Selectmen, as  
Issuing Authority

---

Katherine Haynes Dunphy  
Chairman, Board of Selectmen

---

Richard B. Neely  
Secretary

---

Diane DiTullio Agostino

### **MEDIAONE OF MILTON, INC., by:**

---

Russell H. Stephens  
Senior Vice President  
Northeast Region

Dated: October 16, 1997

## **TABLE OF SCHEDULES**

Exhibit 1	Current Schedule of Rates & Charges, Programming Tiers and Service
Exhibit 2	I-Net Drops
Exhibit 3	Programming Categories
Exhibit 4	FCC Customer Service Regulations: 47 C.F.R. § 76.309 [c]
Exhibit 5	Billing and Termination Regulations: 207 CMR 10.00 et. seq.

## **EXHIBIT 2**

### **I-NET DROPS**

Cemetary

Town Hall (all meeting rooms)

Public Works Department

Board of Health

Fire Department:

- Central Station
- East Milton Square
- Atherton Street

Housing Authority

School Department

Public Schools:

- Milton High School
- Pierce Middle School
- Cunningham Elementary
- Collicott Elementary
- Glover Elementary
- Tucker Elementary

Milton Public Libraries:

- Central Library
- East Milton Branch
- Kidder Branch

Youth Services Drop-In Center

Elderly Residences/Facilities:

- Unquity House
- Winter Valley
- Council on Aging Drop-In Center