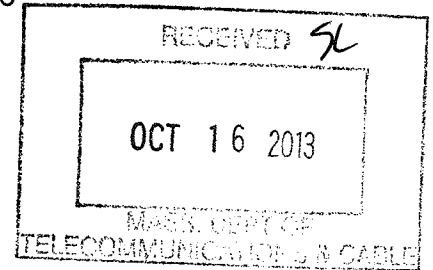


www.town.raynham.ma.us

TOWN OF RAYNHAM
SELECTMEN AND BOARD OF HEALTH
558 SOUTH MAIN STREET
RAYNHAM, MASSACHUSETTS 02767
TEL.#: (508) 824-2707
Board of Health: (508) 824-2766
FAX#: (508) 823-1812



October 11, 2013

Catrice Williams, Secretary
Mass. Department of Telecommunications and Cable
1000 Washington Street, Suite 821
Boston, MA 02118-6500

RE: Town of Raynham License Issuing Authority Statement

Dear Secretary Williams:

The Town of Raynham Board of Selectmen, in its capacity as cable television license Issuing Authority, awarded an initial license to Verizon, effective October 8, 2013, a copy of which is enclosed. Pursuant to 207 Code of Massachusetts Regulations 3.04(4) and (5), this letter will serve as the Issuing Authority's written public statement reporting the license grant and the reasons for it, as authorized by the Board of Selectmen.

The Issuing Authority states as reasons for the grant that it found that the Licensee, among other things, agreed to terms meeting the needs and interests of Raynham, and the Licensee has the financial, legal and technical ability to meet these needs. The Licensee's commitments to fund the Town's access entity, maintain a state-of-the art cable system and provide strong customer service terms were, among other things, material reasons for the Issuing Authority's license grant.

Please enter this statement in the Division files, with the Verizon initial license, as applicable. Thank you for your attention to this matter.

Very truly yours,

Randall Buckner
Town Administrator

Enclosure
cc: Bill August, Esq.
Jill Reddish, Verizon

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**CABLE TELEVISION
FINAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

THE BOARD OF SELECTMEN

**TOWN OF RAYNHAM,
MASSACHUSETTS**

OCTOBER 8, 2013

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EXHIBITS

EXHIBIT A – SERVICE AREA MAP

EXHIBIT B – PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT C – CUSTOMER SERVICE STANDARDS

EXHIBIT D – FORM OF PERFORMANCE BOND

THIS CABLE TELEVISION FINAL LICENSE (this "License" or "Agreement") is entered into by and between the Board of Selectmen of the Town of Raynham, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the "Licensee").

WHEREAS, the Issuing Authority wishes to grant Licensee a nonexclusive License to construct, install, maintain, extend and operate a Cable System in the Town as designated in this License;

WHEREAS, the Issuing Authority is a "franchising authority" in accordance with Section 602(10) of the Communications Act (47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority of the Town of Raynham, Massachusetts (the "Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive licenses to construct, upgrade, operate and maintain a Cable System within the Town of Raynham;

WHEREAS, Licensee is in the process of upgrading its existing Telecommunications Facilities through the installation of a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Town which transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

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

WHEREAS, pursuant to 207 CMR 3.03(2), Licensee submitted an application dated October 3, 2008, on Cable Division Form 100 for a license to operate and maintain a Cable System in the Town;

WHEREAS, pursuant to 207 CMR 3.03(3), the Issuing Authority released an Issuing Authority Report dated November 25, 2008, and Licensee submitted an amended application dated December 23, 2008;

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

WHEREAS, the Issuing Authority has determined that, in accordance with the provisions of the Massachusetts Cable Law, the grant of a nonexclusive License to Licensee is consistent with the public interest;

Town of Raynham – Verizon New England Inc.
Cable Television Final License – October 8, 2013

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

WHEREAS, the Issuing Authority exercised diligent efforts to ensure that the terms and conditions of this License are, when taken as a whole in light of all relevant circumstances, not more favorable or less burdensome than those in the Cable Television Renewal License granted by the Issuing Authority to Comcast of Massachusetts I, Inc. effective July 7, 2009.

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a License to Licensee, Licensee's promise to provide Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority or its designee(s) in accordance with 47 U.S.C. § 531 and the terms of this License;

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

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

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

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

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning 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, but such term does not include (A) a

Town of Raynham – Verizon New England Inc.
Cable Television Final License – October 8, 2013

facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

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

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

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

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

1.11. *Educational Access Channel*: An Access Channel available for the use of the local public schools in the Town, in accordance with 47 U.S.C. § 531 and the terms of this License.

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

1.13. *Force Majeure*: An event or events reasonably beyond the ability of a party to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, accidents for which a party is not primarily responsible, fire, flood, or other acts of God, or with respect to Licensee's obligations hereunder, actions or inactions of any government instrumentality or public utility including condemnation, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

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

1.15. *Government Access Channel*: An Access Channel available for use of the Issuing Authority, in accordance with 47 U.S.C. § 531 and the terms of this License.

1.16. *Gross Revenues*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without

limitation, the following items: subscriber fees, charges and payments collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services); installation, reconnection, change of service and similar charges; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; and additional outlet fees; provided, however, that Gross Revenue shall not include:

1.16.1. Revenues received by any Affiliate in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

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

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

1.16.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; and any other revenues attributed by Licensee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.16.5. Any revenues of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, not including that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion may be included in Gross Revenue as set forth in Section 1.16.15 below;

1.16.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required to pay (and does pay) cable license fees to the Town on the resale of the Cable Services;

1.16.7. The sale of Cable Services to customers which are exempt from being charged for Cable Service pursuant to the Massachusetts Cable Law, including, without limitation, the provision of Cable Services to public institutions pursuant to the Massachusetts Cable Law or as required or permitted herein;

1.16.8. Any tax of general applicability imposed by a town, state, federal or any other governmental entity and required to be collected from Subscribers by

Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication taxes and non-cable license fees);

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

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

1.16.11. Program launch fees;

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

1.16.13. Any fees or charges collected from Subscribers or other third parties for any PEG grant;

1.16.14. Fees from third parties for leased access programming, provided that Licensee shall begin including such fees in its Gross Revenue within sixty (60) days after the Town provides the Licensee with reasonable written evidence that the other cable provider(s) in the Town includes such fees in its respective gross revenue; provided, further that if at any time after such date any cable provider in the Town no longer includes such fees in its gross revenue, then the Licensee shall be entitled to exclude such fees from its Gross Revenue;

1.16.15. Revenues that Licensee receives from home shopping channels for the use of the Cable System to sell merchandise, provided that Licensee shall begin including such revenues in its Gross Revenue within sixty (60) days after the Town provides the Licensee with reasonable written evidence that the other cable provider(s) in the Town includes such revenues in its respective gross revenue; provided, further that if at any time after such date any cable provider in the Town no longer includes such revenues in its gross revenue, then the Licensee shall be entitled to exclude such revenues from its Gross Revenue; and at such time that Licensee includes home shopping revenues in its Gross Revenue, such revenues shall be defined as being a pro rata portion of the home shopping revenue attributable to the Cable System in the Town;

1.16.16. Advertising revenues, provided that Licensee shall begin including such revenues in its Gross Revenue within sixty (60) days after the Town provides the Licensee with reasonable written evidence that the other cable provider(s) in the Town includes such revenues in its respective gross revenue; provided, further, that if at any time after such date

any cable provider in the Town no longer includes such revenues in its gross revenue, then the Licensee shall be entitled to exclude such revenues from its Gross Revenue; and at such time that Licensee includes advertising revenues in its Gross Revenue, such revenues (after deducting sales commissions) shall be defined as being a pro rata portion of the advertising revenue attributable to the Cable System in the Town; and

1.16.17. All fees imposed on Licensee by this License and applicable law and paid to any governmental entity and collected by the Licensee on behalf of such entity that are passed through and paid by Subscribers (including the License Fee and PEG Access Support).

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

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

1.19. *Issuing Authority*: The Board of Selectmen of the Town of Raynham.

1.20. *License Fee*: The payments to be made by Licensee to the Town, which shall have the meaning as set forth in Section 9 of M.G.L. Chapter 166A.

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

1.22. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the regulations thereunder.

1.23. *Non-Cable Services*: Any service that does not constitute the provision of Cable Services over the Cable System and that is not otherwise included in the definition of Cable Services under Section 602(6) of the Communications Act (47 U.S.C. § 522(6)), including, but not limited to, Information Services and Telecommunications Services.

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

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

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

1.27. *PEG Channel*: Shall have the meaning set forth in Section 5.1.1 of this Agreement.

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

1.29. *Public Access Channel*: An Access Channel available for the use by the residents in the Town, in accordance with 47 U.S.C. § 531 and the terms of this License.

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

1.31. *Service Area*: All portions of the Town where Cable Service is being offered, being the entire geographic area of the Town as outlined in attached **Exhibit A**.

1.32. *Service Date*: The date that Licensee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Town. Licensee shall memorialize the Service Date by notifying the Issuing Authority in writing of the same, which notification shall become a part of this License.

1.33. *State*: The Commonwealth of Massachusetts.

1.34. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.

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

1.36. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

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

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

1.39. *Town*: The Town of Raynham.

1.40. *Transfer of this License:*

1.40.1. Any transaction in which:

1.40.1.1 an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.40.1.2 the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.40.2. However, notwithstanding Sections 1.40.1.1 and 1.40.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00 et. seq.).

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants Licensee the right to own, operate and maintain a Cable System in, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. This License grants no authority for the Licensee to use the Public-Rights-of-Way within the Town for any purpose other than as provided herein. However, nothing in this License shall be construed to prohibit or limit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way is subject to M.G.L. c. 166, s. 22, and as such is subject to regulation by the Town consistent with that law, including all lawful and applicable Town bylaws and regulations regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. To the extent that grants of location may be required for the ownership, operation and maintenance of the Cable System along the Public Rights-of-Way within the Town, the Town reserves the right to require that Licensee obtain grants of location and comply with such grant of location requirements.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and state law, and the Town does not and will not assert jurisdiction over the FTTP Network in contravention of those limitations. The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term:* This License shall become effective on October 8, 2013 (the "Effective Date"). The term of this License shall be ten (10) years from the Effective Date unless this License is earlier revoked or terminated as provided herein.

2.4. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted after the Effective Date shall not be inconsistent with the rights granted under this License or Licensee's rights under State law with respect to its telecommunications network.

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

2.6. *No Waiver:*

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

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

2.7. *Construction of Agreement:*

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

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

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

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Licensee shall offer Cable Service to a significant number of residential households and may make Cable Service available to businesses in the Service Area, within twelve (12) months of the Effective Date, and shall offer Cable Service to all residential areas of the Service Area within four (4) years of the Effective Date, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other cable providers; (E) in developments or buildings that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; (F) in areas, developments or buildings where Licensee is unable to provide Cable Service for stated technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density requirement set forth in Section 3.1.1. Upon reasonable written request of the Issuing Authority, Licensee shall keep the Issuing Authority reasonably apprised of the status of offering Cable Service in the Service Area pursuant to the terms of the previous sentence.

3.1.1. *Density Requirement:* Licensee shall make Cable Services available to residential dwelling units in all areas of the Service Area served by aerial plant; and in all areas of the Service Area served by underground plant where the average density is equal to or greater than thirty (30) occupied residential dwelling units per underground mile, as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirement after the time stated for providing Cable Service as set forth in Section 3.1, Licensee shall provide Cable Service to such area within twelve (12) months of receiving notice from the Issuing Authority that the density requirement has been met.

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

3.3. *Cable Service to Public Buildings:* Subject to Section 3.1, Licensee shall provide one Cable Service drop and outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit B**. Licensee shall coordinate the location of each outlet with representatives for each building receiving service pursuant to this Section 3.3 including consideration of locating such outlet in a building hub or wire closet capable of transmitting signals through the building's internal wiring where reasonable, technically feasible and not cost-prohibitive.

4. SYSTEM FACILITIES

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

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

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

4.1.3. The System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

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

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

4.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable state and local EAS Plans in order that emergency messages may be distributed over the System.

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

4.5. *Stereo Transmissions; Remote Controls.* The Cable System shall be capable of passing through stereo signals to Subscribers. Licensee shall allow Subscribers to utilize remote control devices which are compatible with the converters provided by Licensee, provided that Licensee may charge Subscribers for the use or purchase of any such converters or remote controls.

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

5. **PEG SERVICES AND SUPPORT**

5.1. *PEG Set Aside; Interconnection:*

5.1.1. In order to ensure universal availability of PEG programming, Licensee shall provide to the Issuing Authority capacity on its Basic Service tier for two (2) Channels for Public Access, Educational Access and/or Government Access (collectively, “PEG Channels”) as designated by the Issuing Authority for use by it or by its PEG Access Channel designee. However, if the next renewal license of the incumbent cable operator (or its successor or assignee) in the Town becoming effective after July 6, 2019 requires the incumbent cable operator to provide a total of three (3) PEG Channels and the incumbent cable operator provides a total of three (3) PEG Channels pursuant to said renewal license, then, upon one hundred eighty (180) days prior written notice by the Issuing Authority that the aforementioned two conditions have been met, Licensee shall provide capacity to the Issuing Authority for an additional PEG Channel for a total of three (3) PEG Channels as designated by the Issuing Authority for use by it or by its PEG Access Channel designee.

5.1.2. The Town waives any objection that it may have with respect to Licensee’s carriage of Raynham PEG access programming outside of the Town to other areas in Massachusetts and releases and forever discharges the Licensee from any and all claims, actions,

