



December 5, 2018

Via Overnight Mail

Board of Selectmen
Town of Reading
16 Lowell Street
Reading, MA 01867



Re: Town of Reading - Cable Television Renewal License

Dear Chairman and Members of the Board:

Enclosed please find a fully executed original of the Cable Television Renewal License between the Town of Reading and Comcast.

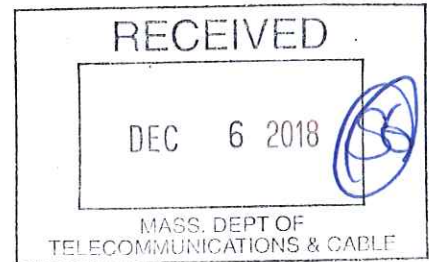
Please do not hesitate to contact Gregory Franks @ 508.647.1418 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Mason".

Denise Mason, Manager
Government & Regulatory Affairs

cc: Town Manager – Town of Reading
Sara Clark – Massachusetts Department of Telecommunication & Cable Liaison
Comcast Corporate Franchising (*via email*)
Comcast Division Franchising and Finance (*via email*)



Renewal

Cable Television License

Granted To

Comcast Cable Communications Management, LLC

By

The Select Board

Town of Reading, Massachusetts

Effective Date: November 24, 2018

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**RENEWAL LICENSE
GRANTED BY THE TOWN OF READING
TO
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**

INTRODUCTION

WHEREAS, Comcast Cable Communications Management, LLC (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Reading, Massachusetts (hereinafter the "Town"), said license having commenced on November 24, 2008;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated April 13, 2016 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with the Licensee for the continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Select Board, as the Issuing Authority, finds that Licensee has complied with terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Renewal 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.

(a) Access Corporation – shall mean the person, group or entity, for non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and Section 611 of the Cable Act, 47 U.S.C. 531.

(b) Access Channel – shall mean a video channel owned by the Licensee which the Licensee shall make available to the Town of Reading and designees of the Town of Reading, including Access Users without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(c) Affiliate or Affiliated Person - When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(d) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to M.G.L. c. 166A or its successor.

(g) Cable Service – shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service; and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(h) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Reading, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a 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 Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act, 47 U.S.C. § 541(c)) 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 Cable Act, 47 U.S.C. § 573, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(i) Drop – shall mean the cable that connects a home or building to the feeder cable of the Subscriber Network.

(j) Effective Date – shall mean November 24, 2018.

(k) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(l) Franchise Fee – shall mean the payments to be made by the Licensee to the Issuing Authority, the Town of Reading or its designee.

(m) Gross Annual Revenues – shall mean all revenue which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, accrued in accordance with generally accepted accounting principles (GAAP) in the

United States, including, without limitation: revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges collected from Subscribers for Cable Services; installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid to the Licensee by Subscribers (including the License Fee, PEG Access Support and PEG Grant) ("Fee-on-Fee"). Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the provision of Cable Services over the Cable System in the Town, and not the revenues of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees to be paid to the Issuing Authority. Notwithstanding and without limiting the foregoing, Gross Revenue as defined herein shall include all revenues of the Licensee derived from the provision of Cable Services in the Town, including revenues from services provided to customers in the Town that are Cable Services or are classified or will be classified by federal law, the FCC or a court of competent jurisdiction as Cable Services subject to Franchise Fees (including without limitation the PEG Access support fees). Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; 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.

(n) Issuing Authority – shall mean the Select Board of the Town of Reading, Massachusetts.

(o) Licensee – shall mean Comcast Cable Communications Management, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(p) License Fee – shall mean the payments to be made by the Licensee to the Town of Reading and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(q) Modulator - shall mean CATV modulator or equivalent device used for video signal transport.

(r) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(s) Pay Cable or Premium Services – shall mean programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(t) Pay-Per-View – shall mean programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(u) PEG Access User - shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(v) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, other legally recognized entity or group of individuals acting in concert, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(w) Prime Rate – shall mean the prime rate of interest as reported by the Federal Reserve or its successor; provided, however, if a prime rate is reported by the Federal Reserve Bank of Boston, it shall be the “Prime Rate” for purposes of this Renewal License.

(x) Public, Educational and Government Access Channel - shall mean a video channel made available to the Town and/or designees of the Issuing Authority, without charge, designated for non-commercial use by the public, educational institutions such as public or private schools, and government entities.

(y) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Reading resident or organization, school or government entity and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(z) Public Buildings – shall mean buildings owned or leased by the Town (including the Public Schools) for government (including educational) purposes, but shall not include

buildings owned by Issuing Authority and leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(aa) Public Way – shall mean the surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

(bb) Renewal License or License – shall mean the non-exclusive Cable Television License granted to the Licensee by this instrument and any amendments or modifications in accordance with terms herein.

(cc) Signal - shall mean any transmission which carries Programming from one location to another.

(dd) Standard Installation – shall mean the standard one hundred fifty foot (150') aerial or one hundred fifty foot (150') underground Drop connection to the existing distribution system.

(ee) Subscriber – shall mean any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(ff) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals of the Cable System are transmitted to Subscribers.

(gg) Town – shall mean the Town of Reading, Massachusetts.

(hh) Trunk and Distribution System - shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(ii) User – shall mean a Person utilizing the Cable System and/or any related facilities (including the I-Net) for the transmission of signal or the production or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(jj) Video Programming or Programming – shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 – GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts I, Inc., and subject to the terms and conditions set forth herein, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Reading.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L. c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

SECTION 2.2 – TERM OF RENEWAL LICENSE

(a) The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on November 24, 2018, following the expiration of the current license, and shall terminate at midnight on November 23, 2028.

(b) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for periods not to exceed ten (10) years or such other periods as allowed by law.

(c) In accordance with applicable law, and such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

SECTION 2.3 – RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (b) be construed as a

waiver of any codes or bylaws of general applicability and not specific to the Cable Television System, the Licensee, or this License, or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.4 – 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 Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Reading; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) 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 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 on that issue within forty-five (45) days of such request by the Licensee or such longer period of time as agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms 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 requested; provided however that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, and make equitable amendments to this Renewal License within a reasonable time.

(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 an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome in totality than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue within forty-five (45) days of such request by the Licensee or such longer period of time as agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.5 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable Town by-laws and lawful regulations, provided such are not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.5 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.6 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term, (2) otherwise operating under the terms of this Renewal License as allowed by applicable law, or (3) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.7 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown.

SECTION 2.7 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to applicable federal and state regulations, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L. c.166A Section 7. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable state and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) 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 one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

SECTION 2.8 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.7 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 – AREA TO BE SERVED

The Licensee shall make its Cable Service available to all residents of the Town, subject to the line extension policy of Section 3.2 below, provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. The Licensee shall make its best efforts to obtain any necessary easements or permission from owners of property in the Town in order to make Cable Service available to all residents.

SECTION 3.2 – LINE EXTENSION POLICY

Consistent with Section 3.1 above, Licensee shall not be obligated to extend the Cable Television System to areas of the Town containing fewer than fifteen (15) occupied homes per aerial mile or fifteen (15) occupied homes per underground mile. The Licensee shall promptly apply for all necessary permits and said extensions shall be at Licensee's sole cost and expense. Cable Service shall be made available and fully activated to requesting dwelling units no later than ninety (90) days after all necessary permits are obtained, subject to Section 14.2, Force Majeure.

Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.3 – INSTALLATION CHARGES

Any dwelling unit with a one hundred fifty foot (150 ft.) aerial or underground Drop from the feeder cable shall be entitled to a Standard Installation rate, unless, with respect to the underground installation, the sub-surface requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of greater than these respective distances or underground installations which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws. For Drops of more than the above referenced distances, not involving a hard surface, the first one hundred fifty feet (150 ft.) of an aerial installation and of an underground installation shall be at the Standard Installation rate.

SECTION 3.4 – LOCATION OF THE CABLE SYSTEM

The Licensee shall own, operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable state and local laws and regulations.

SECTION 3.5 – UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground.

(b) Pursuant to Section 3.5(a) above, underground cable lines shall be placed beneath the pavement sub-grade 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.

(c) Costs to Subscribers, if any, for such undergrounding shall be in accordance with applicable law(s) and regulations, including FCC regulations.

SECTION 3.6 – SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Television System fully capable of carrying a minimum bandwidth of 750MHz .

SECTION 3.7 – SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

SECTION 3.8 – EMERGENCY ALERT SYSTEM

The Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and any requirements of the Commonwealth of Massachusetts in order that emergency messages may be distributed over the Cable System.

SECTION 3.9 – PARENTAL CONTROL CAPABILITY

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

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 – SYSTEM

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, the Massachusetts Electrical Code (when said Massachusetts Electrical Code is applicable), the rules and regulations of the FCC and the Cable Division as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 – REPAIRS AND RESTORATION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored to a condition acceptable to the Town as soon as practicable. If the Licensee

fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit to the Licensee a written estimate of the cost of said repair or restoration.

SECTION 4.3 – TREE TRIMMING

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with M.G.L. c. 87 and any generally applicable Town bylaws and regulations. The Licensee shall notify the Town's Department of Public Works in writing no less than two weeks before any tree trimming operations that affect trees within the public way.

SECTION 4.4 – STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be retained at Licensee's primary place of business and will be available for inspection by the Issuing Authority or its designee upon written request. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.5 – BUILDING MOVES

(a) In accordance with applicable laws, the Licensee shall, at its sole expense, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

(b) In either case, the Licensee shall have the right to seek reimbursement under any government program for reimbursement.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L. c. 82, § 40.

SECTION 4.7 – PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with generally applicable Town rules, regulations and/or by-laws. All such pedestals shall be shown on the strand maps submitted to the Town in accordance with Section 4.4 above.

SECTION 4.8 – PRIVATE PROPERTY

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

SECTION 4.9 – RIGHT TO INSPECTION

The Issuing Authority and/or its designee(s) shall, at its sole cost and expense, have the right to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable advance notice to the Licensee. A representative of the Licensee shall be present at and during any such inspection.

SECTION 4.10 – SERVICES INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

ARTICLE 5

PROGRAMMING AND SERVICES

SECTION 5.1 - BASIC CABLE SERVICE

The Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. § 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Licensee.

(b) Licensee shall comply with applicable law and regulations, including 47 C.F.R. §76.309(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes. In the event the channel lineup is changed, Licensee shall provide each Subscriber and the Issuing Authority with a notice of said programming change(s). The Licensee shall provide each Subscriber and the Issuing Authority with an updated channel lineup card a minimum of once per year.

SECTION 5.3 – CABLE EQUIPMENT COMPATIBILITY

(a) The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee, if any, and allow the use of remotes. The Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

(b) The Licensee shall comply with all applicable equipment compatibility requirements in law or regulation.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are received at the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 of the Cable Act, 47 U.S.C. § 532, the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal law.

SECTION 5.6 – CONTINUITY OF SERVICE

Subscribers in the Service Area shall be entitled to receive Cable Service from the Licensee as long as their financial and other obligations to the Licensee are satisfied. Provided, however, that nothing in this section shall require the Licensee to provide Cable Service to Subscribers who have exhibited a pattern of non-payment, who have been found to have stolen Cable Service or damaged the Licensee's property, who have acted to prevent Licensee's employees from performing their duties or who have engaged in abusive, threatening or inappropriate conduct with respect to the Licensee's employees.

SECTION 5.7 - SUBSCRIBER NETWORK CABLE DROPS TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide and maintain one (1) Subscriber Cable Drop and Outlet and monthly Basic Cable Service to all existing Public Buildings along the Cable System plant route (see **Exhibit 5.8** attached hereto and made a part hereof) and to any other Public Building(s) along the Cable System plant route, as designated in writing hereafter by the Issuing Authority, and the Access Corporation's studio. The Licensee shall coordinate the location of said Drop(s) with each of the aforementioned institutions newly receiving such Basic Cable Service. There shall be no cost to the Town or any designated institution for the installation and providing of monthly Basic Cable Service and related maintenance.

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

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

SECTION 5.8 – COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for construction, installation, any required line extension, and monthly subscription costs as established by the Licensee.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S) AND CABLECASTING

(a) Use of channel capacity for public, educational and governmental ("PEG") Access shall be provided in accordance with Section 611 of the Cable Act, 47 U.S.C. § 531, and as further set forth below. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, 47 U.S.C. § 531. Neither the Licensee, nor the Town and/or its' designee(s) 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. The Issuing Authority or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.

(b) The Licensee shall make available to the Issuing Authority and/or its designee(s) capacity for the continuation of three (3) full-time, standard definition (SD) PEG Access Channels to be used for PEG Access Programming by the Issuing Authority and/or its designee(s). The SD PEG Access Channels shall be included in lowest tier Basic Cable Service.

(c) On or at any time after the third (3rd) anniversary of the Effective Date of this Renewal License, the Issuing Authority shall have the right to use of a fourth PEG Access Channel. In order to obtain said fourth PEG Access Channel, the Issuing Authority shall write to the Licensee, stating that the three (3) existing PEG Access Channels are being programmed with non-duplicated, locally-produced, non-character generated programming during available cablecast hours for the previous three (3) months and that there is a need for a fourth PEG Access Channel in order to provide additional programming for the benefit of Reading Subscribers during available cablecast hours and shall provide documentation to verify such programming. In its letter to the Licensee, the Franchising Authority shall state, in good faith, that such a fourth PEG Access Channel (i) will be substantially programmed with non-duplicated, locally produced, non-character generated programming; and (ii) is necessary to accomplish the stated PEG Access Programming

goals of the Town and/or the Access Provider. Such a fourth PEG Access Channel will not be used simply to repeat PEG Access Programming that is already carried on the other three (3) PEG Access Channels, but will be used to carry substantially new locally-produced PEG Access Programming. The Franchising Authority agrees that such a fourth PEG Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Town and/or the Access Provider may use said fourth PEG Access Channel to carry character-generated messages along with other new locally-produced PEG Access Programming. At such time as the Franchising Authority requests such fourth PEG Access Channel, at the request of the Franchisee, the Franchising Authority and the Franchisee agree to meet in order to discuss said request. For purposes of this Section 6.1(c), "available cablecast hours" shall mean the hours of 8:00 AM to 10:00 PM. The Franchisee shall make such third PEG channel available to the Franchising Authority or the Access Provider, within twelve (12) months of said notice. If channel space is not available, then the parties shall meet to discuss a reasonable timetable for making such fourth PEG Access Channel available to the Franchising Authority or the Access Provider, said timetable not to exceed eighteen (18) months from the date of such written notice from the Franchising Authority.

(d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and/or its designee(s).

(e) The Licensee shall be responsible for receiving, and shall receive, PEG Access Programming from, and aggregated by the Town, at the Reading PEG Access studio, 557 Main St (or other location) and shall transmit said PEG Access Programming from the Reading PEG Access studio to its headend or hub-site, without charge to the Town. At the Licensee's headend and/or hub-site, said PEG Access Programming shall be retransmitted by the Licensee in the downstream direction on one or more of the PEG Access Downstream Channels. It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is properly switched at the headend 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. 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 Channels.

(f) If the Town or its designee(s) decides to move its existing PEG Access studio located at 557 Main Street, Reading, to a new location within the Town, the Licensee shall, if

requested in writing by the Issuing Authority, at the expense of the Issuing Authority, construct a one-way, hard-wired video link from the new PEG Access studio to the Licensee's Headend. The Licensee shall not be required to complete connection of said one-way, hard-wired video link earlier than eighteen (18) months from the date of the above referenced written notice to the Licensee.

(g) The Licensee shall own, maintain, repair and/or replace any headend or hubsite signal processing equipment. The Town and/or its designee(s) shall own, maintain, repair and/or replace studio or portable modulators and demodulators on its side of the demarcation point. The demarcation point between the Licensee's equipment and the Town's or its designee's equipment shall be at the output of the Town's and/or its designee's modulator(s) at the Reading PEG Access studio.

(h) 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; provided, however, that the Licensee shall not change said channel locations more than once per year (except in the event of a must-carry requirement). In the event that the Licensee does change said channel location(s), the Licensee shall provide notice to the Issuing Authority and Access Corporation of said change, and pay actual costs up to \$2,000 to the Town or its designee for costs associated with such channel move including rebranding costs.

(i) Said PEG Access Channels shall be maintained and made available by the Licensee at no charge to the Town, the Access Corporation and/or Users.

(j) 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.

(k) A Public, Educational and Governmental Access Channel may not be used to cablecast for-profit commercial Programming.

SECTION 6.2 – PEG ACCESS PROVIDER

The Town and/or an access provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1 above;
- (2) Manage the annual funding, pursuant to Section 6.3 below;
- (3) Purchase, maintain and/or lease equipment.
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 – PEG ACCESS SUPPORT

(a) Commencing on the Effective date, the Licensee shall provide PEG Access support payments to the Issuing Authority, or its designee, equal to five percent (5%) of the Licensee's Gross Annual Revenues, payable on a quarterly basis. The first payment shall be made on February 15, 2018 for the period of the Effective Date through December 31, 2018. Quarterly thereafter, Licensee shall provide payments each May 15th, August 15th, November 15th and February 15th based on revenues from the previous calendar quarter. The final payment shall be made on February 15, 2029 for the period of October 1, 2028 through December 31, 2028.

(b) The Licensee shall file with each of the payments pursuant to paragraphs (a) above a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue for the preceding three (3) month reporting period. Said statement shall list all of the general categories comprising Gross Annual Revenues.

(c) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.4 – PEG ACCESS SUPPORT PAYMENTS

(a) Licensee shall provide, on behalf of the Town, PEG access capital funding in the total amount of One Hundred Ninety-Five Thousand dollars (\$195,000) to the Issuing Authority or its designee, to be used for the purchase of PEG access capital equipment and facilities. Said capital support shall be paid to the Issuing Authority as follows: Ninety-Seven Thousand Five Hundred Dollars (\$97,500) within forty-five (45 days) of the execution of this Renewal License by both parties; Thirty-Two Thousand Five Hundred Dollars (\$32,500) by February 15, 2020; Thirty-Two Thousand Five Hundred Dollars (\$32,500) by February 15, 2021; and Thirty-Two Thousand Five Hundred Dollars (\$32,500) by February 15, 2022. All equipment purchased with these funds will be owned, operated, and maintained by the Issuing Authority and/or its designee(s).

(b) Such capital payment shall not be included in either the PEG Access Support payment required by Section 6.3 above or any Franchise Fee or License Fee required by Article 7.

(c) The Issuing Authority and/or its designee shall own all facilities and equipment purchased with the capital payment. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

SECTION 6.5 – PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

SECTION 6.6 – INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a license is issued by the Issuing Authority to a competing licensee, the competing licensee may not connect its system to Licensee's current system for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

ARTICLE 7

FRANCHISE FEES AND LICENSE FEES

SECTION 7.1 – LICENSE FEE PAYMENTS

Pursuant to M.G.L. c. 166A, § 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year or such other amount as may in the future be allowed pursuant to state and/or federal law. The number of Subscribers, for purposes of this Section, shall be calculated in compliance with applicable law(s).

SECTION 7.2 – FRANCHISE FEE

In accordance with Section 622(b) of the Cable Act, 47 U.S.C. § 542(b), the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues, provided that said five percent (5%) shall include: (i) PEG Access Support payments made pursuant to Section 6.3 above; (ii) License Fees payable to the Town pursuant to M.G.L. c. 166A, § 9; and (iii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act, 47 U.S.C. § 542(g)(1); but shall not include: (i) PEG Access Channel and cablecasting costs incurred in accordance with Section 6.1 above; (ii) PEG Access Capital Support payments made pursuant to Section 6.4 above; (iii) any interest due to the Town because of late payments to the Issuing Authority or its designee; (iv) any payment excluded from the definition of the term “franchise fee” pursuant to Sections 622(g)(2) of the Cable Act, 47 U.S.C. § 542(g)(2); and (v) the FCC regulatory fee, unless and until said FCC regulatory fee is determined to be a franchise fee by the FCC or a court of competent jurisdiction.

SECTION 7.3 – PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

SECTION 7.4 – 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 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 which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the License Fee or Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, 47 U.S.C. § 542(h), nothing in the Cable Act or this Renewal License shall be construed to limit the 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 Services over the Cable System.

SECTION 7.5 – LATE PAYMENT

In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed in Section 7.1 above, interest due on such fee payment shall accrue from the date due at the Prime Rate.

SECTION 7.6 – RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, and shall occur in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s) at its expense.

(c) If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, an additional fee is owed to the Issuing Authority and/or the Access Corporation, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit in an amount not to exceed Five Thousand Dollars (\$5,000.00). If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town and/or its designee(s), without interest charges of any kind.

SECTION 7.7 – AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable state and/or federal laws, and shall not detract from the provisions of this Renewal License.

SECTION 7.8 – METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town unless the Licensee is otherwise notified in writing by the Issuing Authority.

ARTICLE 8

CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 8.1 – TELEPHONE ACCESS

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all state and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Reading Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service 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. Said standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operation conditions.

(e) The Licensee shall ensure that call centers will be appropriately staffed and that customer service representatives have the training and authority to resolve issues of service, billing, subscription, and maintenance independently and quickly.

SECTION 8.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall 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 respond to requests for service or repair in a timely manner.

(c) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations; (ii) an outage as described in section 8.2 (e) below.

(e) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more reports are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so at no cost to the subscriber.

SECTION 8.3 – FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 C.F.R. §76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 8.3**.

SECTION 8.4 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 8.4**, as the same may exist or be amended from time to time:

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

SECTION 8.5 – 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 Cable 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), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) 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. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall 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.

(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 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 8.6 – 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 visibly display an employee identification card issued by the Licensee and bearing a picture of said employee.

SECTION 8.7 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The 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) The Licensee shall comply with all privacy provisions contained in this Article 8 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act, 47 U.S.C. § 551.

(c) The 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.

SECTION 8.8 – PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, 47 U.S.C. § 551(a)(1), which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

SECTION 8.9 – MONITORING

(a) The Licensee and the Town shall comply at all times as applicable with Section 631 of the Cable Act, 47 U.S.C. § 551, "Protection of Subscriber Privacy", as may be amended.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable state and/or federal law(s).

SECTION 8.10 – DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) In accordance with applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

- (i) necessary to render, or conduct a legitimate business activity related to, a Cable Service provided by the Licensee to the Subscriber;
- (ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed; and/or

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System

A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

SECTION 8.11 – POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

SECTION 8.12 – INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, 47 U.S.C. § 551, or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

SECTION 8.13 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The 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 the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

SECTION 8.14 – PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review this Article 8 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

SECTION 8.15 – RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

ARTICLE 9

RATES AND CHARGES

SECTION 9.1 - RATES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Licensee shall follow the applicable FCC and state notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 8.4**.

SECTION 9.2 – RATE REGULATION

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

SECTION 9.3 – CREDIT FOR SERVICE INTERRUPTION

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 10

INSURANCE, INDEMNIFICATION AND BONDS

SECTION 10.1 – INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(ii) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

(e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other insurance required by this Section 10.1.

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

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

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

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

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts and meeting the same requirements as required in this Section 10.1.

(vii) The Licensee shall be responsible for all deductibles.

(viii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all liability insurance policies.

(ix) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(x) The Licensee shall provide a certificate of insurance to the Issuing Authority which Certificate shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s). A new certificate of insurance shall be provided by the Licensee to the Issuing Authority prior to the effective date of any renewal, new or additional insurance.

SECTION 10.2 – PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Thirty Thousand Dollars (\$30,000). Said bond shall be conditioned upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 12.1 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of 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, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 infra. The Licensee shall submit to the Issuing Authority, the performance bond required herein, and thereafter submit to the Issuing Authority any subsequent replacement or additional bond, prior to the effective date of said bond(s).

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Thirty Thousand Dollars (\$30,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is 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 performance bond 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 10.3 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, defend, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to person or property (both real and personal) or personal injury (including accidental death), caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, attorneys' fees, including the reasonable value of any services rendered by the Town Counsel, up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely

written notice of its obligation to indemnify and defend the Issuing Authority of a claim or action pursuant to this Section 10.3.

SECTION 10.4 – SNOW AND ICE REMOVAL

The Licensee will hold harmless the Town of Reading for any damage to poles, wires or any equipment caused by snow and ice removal operations performed by the Town of Reading.

ARTICLE 11

ADMINISTRATION AND REGULATION

SECTION 11.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or compel the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

SECTION 11.3 – NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, gender identity, sexual orientation, ethnicity, disability, age, marital status, veteran status, status with regard to public assistance or any other protected status defined by law. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 11.4 – 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(s), 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 the Licensee. In such event, the Licensee shall

reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

SECTION 11.5 – REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

SECTION 11.6 – JURISDICTION/VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the 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.

SECTION 11.7 – EQUAL EMPLOYMENT OPPORTUNITY

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

ARTICLE 12

DETERMINATION OF BREACH AND LICENSE REVOCATION

SECTION 12.1 – DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of 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 thirty (30) 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 thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) 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 (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) 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, question witnesses, if any, and be heard at such public hearing.

(d) Within sixty (60) days after the close of said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines

that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:

- (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) assess liquidated damages in accordance with Section 12.2 below;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

SECTION 12.2 – LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 (Determination of Breach) herein. Any such liquidated 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 12.1 (Determination of Breach) herein.

- (i) For failure to obtain the advance written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.7 herein, One Hundred Dollars (\$100) per day, for each day that any such non-compliance continues.
- (ii) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.6 herein, One Hundred Dollars (\$100) per day, for each day that any such non-compliance continues.

- (iii) For failure to comply with the PEG Access provisions in Section 6.1 herein, One Hundred Dollars (\$100) per day, for each day that any such non-compliance continues.
- (iv) For failure to provide, install and/or fully activate the Subscriber Network Drops To Public Buildings in accordance with Section 5.8 herein, Fifty Dollars (\$50) per day, that any such Drops and/Outlets are not provided, installed and/or activated as required.
- (v) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily imposed penalties or remedies, provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specified period of time, pursuant to Section 12.1 herein, and this Section 12.2, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damages to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one (1) or more exclusions to the term "franchise fee" provided by Sections 622(g)(2)(A)-(D) of the Cable Act, 47 U.S.C. § 542(g)(2)(A)-(D).

SECTION 12.3 – REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 12.4 – 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 12.5 – 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 or of the Licensee 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, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the 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 12.6 – 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 13

REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1 – GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, in such form and in such detail as may be reasonably specified by the Town which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

SECTION 13.2 – FINANCIAL REPORTS

(a) The Licensee shall furnish the Issuing Authority and/or its designee(s) with a copy of the Cable Division of the Massachusetts Department of Telecommunications and Cable Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative.

(b) The Licensee shall also provide to the Issuing Authority any other financial reports that are required by federal or state law to be provided to the Issuing Authority.

SECTION 13.3 – CABLE SYSTEM INFORMATION

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Subscribers, including a breakdown of the numbers of Subscribers by service tier.

SECTION 13.4 – IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 8.1 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, 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 (which standard shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis); and (ii) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

SECTION 13.5 – SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the Cable Division of the Massachusetts Department of Telecommunications, the Licensee shall submit a completed copy of the Cable Division of the Massachusetts Department of Telecommunications Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

SECTION 13.6 – ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority or if required by applicable law or regulation, the Licensee shall provide to the Issuing Authority copies of performance tests consistent with the FCC regulations set out in 47 C.F.R. §76.601 et seq.

SECTION 13.7 – DUAL FILINGS

(a) If requested in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 above.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver, it shall immediately notify the other party in writing of said waiver request.

SECTION 13.8 – INVESTIGATION

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

ARTICLE 14

MISCELLANEOUS

SECTION 14.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 14.2 - FORCE MAJEURE

If by 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. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the state or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental conditions not caused by the Licensee, and unavailability of essential equipment, services and/or materials and/or other matters beyond the reasonable control of the Licensee, the Issuing Authority or the Town.

SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the

construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

SECTION 14.4- RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

SECTION 14.5 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee:

Town of Reading
Attn: Town Manager
Reading Town Hall
16 Lowell Street
Reading, MA 01867

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority:

Comcast Cable Communications, Inc.
Attn: Vice President of Government & Community Relations
181 Ballardvale Street
Wilmington, MA 01887

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 14.6 - 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 without written amendment.

SECTION 14.7 - CAPTIONS

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

SECTION 14.8 - WARRANTIES

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(b) 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 date of execution 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;

(c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein and

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

(e) Pursuant to Section 625(f) of the Cable Act, 47 U.S.C. § 545(f), the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

SECTION 14.9 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

SECTION 14.10 - REMOVAL OF ANTENNA

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

SECTION 14.11 – SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 14.12 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635 of the Cable Act, 47 U.S.C. § 555, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

SECTION 14.13 – TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges, the Town's 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.

SECTION 14.14 – TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 14.15 – INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, 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 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 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 14.16 – NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

SIGNATURE PAGE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 30TH DAY OF OCTOBER, 2018.

TOWN OF READING

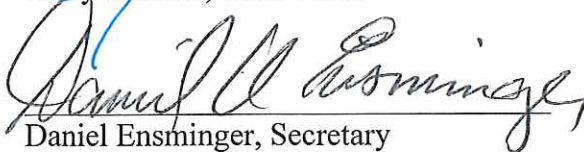
Select Board



Andrew Friedmann, Chairman



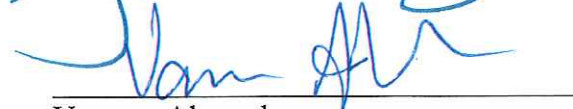
Barry Berman, Vice Chair



Daniel Ensminger, Secretary

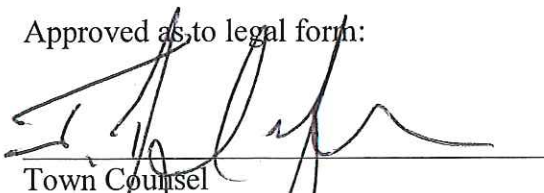


John Halsey



Vanessa Alvarado

Approved as to legal form:



Town Counsel

Comcast Cable Communications Management, LLC

By:



Tracy L. Pitcher, Sr. Vice President
Greater Boston Region

EXHIBIT 5.2
PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT 5.8

SUBSCRIBER NETWORK CABLE DROPS TO PUBLIC BUILDINGS

Public Buildings:

Town Hall	16 Lowell Street
Police Department	15 Union Street
Public Library	64 Middlesex Avenue
Senior Center	67 Pleasant Street
Central Fire Station	757 Main Street
West Side Fire Station	260 Woburn Street
Reading Municipal Light Dept.	230 Ash Street
Department of Public Works	75 New Crossing Road
Burbank Arena*	51 Symonds Road
TV/Access Studio	557 Main Street
Mattera Cabin	1481 Main Street

* For municipal use, only.

Public School Buildings:

Reading Memorial High School	62 Oakland Road
RMHS Field House	62 Oakland Road
Coolidge Middle School	89 Birch Meadow Road
Parker Middle School	45 Temple Street
Barrows School	16 Edgemont Avenue
Birch Meadow School	27 Arthur B. Lord Drive
Eaton School	365 Summer Avenue
Killam School	333 Charles Street
Wood End School	Sunset Rock Lane

Exhibit 8.3

47 C.F.R. 76.309 / FCC Customer Service Obligations

Please see attached page(s).

EXHIBIT 8.4

Billing and Termination of Service 207 CMR 10.00

Please see attached page(s).

EXHIBIT 13.5

Massachusetts Form 500

Please see attached page(s).

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days
Manner of Resolution: A. Resolved to the satisfaction of both parties, B. Resolved, customer dissatisfied, C. Not Resolved, E-Mail:

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Administrative/Miscellaneous					
Unprofessional Service call					
Billing					
Customer Service					
Telephone Service					
Equipment					
Installation					
Reception					
Service Interruption					
Unusable or Corrupt					
Failure to Respond to Original Complaint					
Other:					

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

[illegible]