

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF READING,
MASSACHUSETTS**

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READING RENEWAL LICENSE INTRODUCTION

WHEREAS, MediaOne of Massachusetts, Inc. (hereinafter "MediaOne" or "Licensee") is the duly authorized holder of a license to operate a Cable Communications System in the Town of Reading, Massachusetts (hereinafter the "Town"), said license having originally commenced on January 11, 1996, which was a renewal of the license that commenced on December 29, 1980;

WHEREAS, MediaOne filed a request for a renewal of its license by letter dated April 5, 1996 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated April 17, 1998;

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

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, granted MediaOne a 46-day, 31-month renewal license, dated October 6, 1998 and subsequently reached agreement on a longer-term renewal license;

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of MediaOne's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal;

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal License shall have the following meanings:

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

(b) Access Channel - A video channel which the Licensee shall make available to the Town of Reading and/or Access Users, without charge, for the purpose of transmitting non-commercial Programming by members of the public schools, educational, institutional and similar organizations, and residents or community volunteers.

(c) Access Corporation - The entity, designated by the Issuing Authority of the Town of Reading, for the purpose of operating and managing the use of Public, Educational and Governmental ("PEG") Access funding, equipment and channels on the Cable Television System.

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

(e) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television Signals and the Public, Educational and Governmental (“PEG”) Access Channels, in accordance with the Cable Act of 1992. Said service tier may be marketed by the Licensee under a brand name which may change from time to time.

(f) Broadcast - Over-the-air transmission by a radio or television station.

(g) Cable Act - 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).

(h) Cable Communications System or Cable System - The cable television system owned, constructed, installed, operated and maintained in the Town of Reading for the provision of Cable Services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters, equipment or facilities, designed to provide Cable Services.

(i) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the commonwealth of Massachusetts.

(j) Cable Programming Services - Those service tiers which include all video Programming services except the Basic Broadcast Service tier and pay and pay-per-view. Said service tiers may be marketed by the Licensee under a brand name which may change from time to time.

(k) Cable Service - The one-way transmission to Subscribers of video Programming, or other Programming service (including music), and Subscriber interaction, if any, which is required for the selection of such video Programming or other Programming service, and the installation and rental of equipment necessary for the receipt thereof.

(l) CMR - The acronym for Code of Massachusetts Regulations.

(m) Competing Distributors - **Video** distributors whose actual or proposed service areas overlap.

(n) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network.

(o) Effective Date - November 24, 1998.

(p) FCC - Federal Communications Commission.

(q) Fiber Link - A separate fiber-optic Trunk pathway which interconnects two points for communications.

(r) Gross Annual Revenues - Consideration of any form or kind received during an annual period by the Licensee for the provision of Cable Service(s) over the Cable Communications System including, without limitation: Basic Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenue; converter, remote control and other equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by Licensee from the sale of products in any way advertised or

promoted on the Cable Communications System. In the event that another entity is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by the entity for said entity's use of the Cable Communications System for the carriage of advertising. Gross Annual Revenues shall not include any fee or tax on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

(s) Hub or Hub Site - A sub-headend, generally located within a cable television community, used either for the purpose of i) Signal processing or switching, or ii) placement of a Fiber Node or microwave link.

(t) Institutional Network ("I-Net") - A separate cable/fiber-optic Trunk pathway which interconnects with the Subscriber Network. The I-Net is available for the two-way transmission between and among points listed in **Exhibit A** attached hereto and made a part hereof. The Town may use said I-Net for audio, video and data, among other things. However, the transmission of data will not be guaranteed by the Licensee on said I-Net.

(u) Issuing Authority - The Board of Selectmen of the Town of Reading, Massachusetts.

(v) Licensee - MediaOne of Massachusetts, Inc. , or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(w) Multichannel Video Programming Distributor - An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video Programming over a wired network, and shall include video dialtone.

(x) Node or Fiber Node - A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(y) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one (1) night per week and/or some weekend hours.

(z) Normal Operating Conditions - Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disaster, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(aa) Outlet - An interior receptacle that connects a television set to the Cable Communications System.

(bb) PEG - The acronym for “Public, Educational and Governmental,” used in conjunction with Access Channels, support and facilities.

(cc) PEG Access Channel - Any channel(s) made available for the presentation of PEG Access Programming.

(dd) PEG Access Programming - Programming produced by any Reading residents or organizations, schools and government entities 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.

(ee) Programming - Any video, audio, text or data coded Signal carried over the Cable Communications System.

(ff) Public Street or Way - The surface of, as well as the spaces above and below, any and all publicly owned 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. Reference herein to "Public Street" or "Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(gg) Renewal License - The license granted herein.

(hh) Service Interruption - The loss of picture or sound on one (1) or more cable channels.

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

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

(kk) Standard Service Package - A combination of Cable Service tiers, consisting of the Basic Broadcast tier and any Cable Programming Service tiers, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System. Said Standard Service Package may be marketed by the Licensee under a brand name which may change from time to time.

(ll) Subscriber - A person or entity who contracts with the Licensee for, and lawfully receives, the video Signals and Cable Services distributed by the Cable Communications System.

(mm) Subscriber Network - The Signal and distribution network in which video, audio, text and data Signals are transmitted to Subscribers from the headend.

(nn) Town - The Town of Reading, Massachusetts.

(oo) Trunk and Distribution System - That portion of the Cable System used for the delivery of Signals, but not including Drop(s) to Subscribers' residences.

(pp) User - A person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to MediaOne of Massachusetts, Inc., a Massachusetts Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the Town of Reading.

(b) This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other applicable federal, state, and local bylaws/ordinances, rules and regulations in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the

jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission,

amplification, origination, distribution or redistribution of video, audio, text, data and other impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on November 24, 1998, following the expiration of the current license, and shall terminate at midnight on November 23, 2008.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under Public Streets and Ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities.

SECTION 2.4 - RENEWAL

(a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) Any 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. Nothing contained in this Section shall obligate the Issuing Authority to grant any such renewal or either the Licensee or the Issuing Authority to agree to any renewal terms.

(c) In year five (5) of this Renewal License the Issuing Authority may request the commencement of the renewal process provided that the period of negotiation be concluded within a reasonable amount of time and any such renewal period run on and after the expiration date of 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 to adopt and enforce general bylaws/ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable Department of Public Works regulations and any bylaws/ordinances enacted by the Town. 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 favor of the latter.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the Public Streets or Ways, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a cable communications 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 not be on terms more favorable or less burdensome than those contained in this Renewal License. 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. 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, taken on the whole, than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.
- (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 consider and negotiate, in good faith, equitable amendments to this Renewal License.

- (iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in subsection (b)(i) above.

(c) The issuance of additional license(s) shall be subject to applicable federal laws(s) and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

- (i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

- (ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.
- (iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in subsection (d)(i) above.
- (iv) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee and is currently providing Programming to residents in the Town, is having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The area to be served is the entire Town of Reading. Service shall be provided to every dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. Provided, however, the Licensee shall not be obligated to extend the Cable Communications System into any area where there are fewer than ten (10) dwelling units per aerial strand mile of cable and fifteen (15) dwelling units per underground mile of cable, calculated from the last dwelling unit toward the end of the nearest Trunk and Distribution System line.

(b) Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the Trunk and Distribution System shall be entitled to a standard installation rate.

(c) Provided Licensee has at least forty-five (45) days prior 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, the Licensee shall be allowed additional time for said installation. The

Issuing Authority shall comply with all applicable laws providing for notice to the Licensee of trenching and underground construction.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Communications System utilizing addressable technology and 750 MHz cable, fully capable of carrying a minimum of seventy-seven (77) video channels in the downstream direction and four (4) video channels in the upstream. Said 750 MHz system shall be designed for 550 MHz, with 200 MHz reserved for future digital or two-way transmissions, which may be subject to change at the discretion of the Licensee.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE G.L.c. 166A §5(e)]

The Licensee shall maintain the current level of Drops, Outlets and the Standard Service Package at no charge to all municipal and other public buildings. In addition, the Licensee shall provide one (1) Drop, Outlet and the Standard Service Package at no charge to all new municipal and other public buildings which lie along its cable routes in the Town. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Drop prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms of the prior license.

SECTION 3.4 - CONSTRUCTION OF FIBER-OPTIC LINK ("LINK") FOR DATA TRANSMISSION

(a) Within twelve (12) months of the Effective Date of this Renewal License the Licensee shall construct a Fiber-optic Link connecting the Town of Reading Public Library or Town Hall and the Superintendent of Schools office located at Reading Memorial High School. During the renewal term the Licensee shall maintain the Fiber-optic Link up to the termination point located at each site.

(b) The Licensee shall hold all rights and title in the Fiber-optic Link, but shall provide the Town the right to use the Fiber-optic Link throughout the remaining term of this Renewal License subject to the following condition: The Town may not lease out any portion of the Link to any third party or allow the Fiber-optic Link to be used by a third party for commercial purposes.

(c) The Licensee shall charge the Town for service calls not related to normal repair and maintenance of the Fiber Link.

(d) Notwithstanding any other provision herein, the Town and the Licensee may contract for additional services, including Licensee's high speed data service, at the prevailing market rate.

(e) The cost of construction of the Fiber-optic Link shall be Thirty-three Thousand Four Hundred Dollars (\$33,400). Said cost shall be guaranteed for one (1) year from the Effective Date of this Renewal License. Upon commencement of construction, the Town shall pay fifty percent (50%) of said cost to the Licensee and the remaining fifty percent (50%) upon completion of construction.

SECTION 3.6 - INSTITUTIONAL NETWORK ("I-NET")

The Licensee shall maintain the existing coaxial Institutional Network ("I-Net") for video and related audio transmission. The video transmission Signal of the I-Net channels shall be in compliance with FCC Technical Standards. The Licensee shall not guarantee nor maintain data transmission over said I-Net. The Town shall bear all expenses associated with maintaining the I-Net for data usage. The Licensee shall not externalize or otherwise pass through the additional costs of maintaining the I-Net for video and related audio transmission during this Renewal term.

SECTION 3.7 - PARENTAL CONTROL CAPABILITY

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(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 Communications System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment 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 lines, equipment and connections in, over, under, and upon Streets, sidewalks, alleys, and public and private Ways and places 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.

(e) The Signal of any television or radio station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Town, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public or private Way or place, the same shall be replaced and the surface restored in as good condition as before entry 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 expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. If there is a public safety hazard, the Issuing Authority, following notice to the Licensee, may immediately remedy same and be reimbursed by the Licensee for reasonable costs of said safety remedy.

SECTION 4.3 - TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees, structures, and improvements whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property, except for Public Streets and Ways, shall be done except upon a permit in writing from the Town Tree Warden or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the Town, on which will be shown those areas in which its facilities exist, the location of all Streets and the location of all residences. The strand maps will be retained in a location reasonably convenient to the Town and will be available in the Town for inspection by the Issuing Authority upon request within forty-eight (48) hours.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, at its expense, upon the 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 notice to arrange for such temporary wire changes.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable "DIG SAFE" provisions pursuant to G.L.c. 82 §40.

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same Street, or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, Street construction, change or establishment of Street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Communications System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee notice and the ability to relocate wires, cable or other equipment.

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

SECTION 4.9 - STANDBY POWER

The Licensee shall maintain at least two and one half hour standby power at the hub facility, any sub-headend facilities, critical Trunk areas, and Fiber Nodes. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate the generators therefore, shall become activated automatically upon the failure of the normal power supply.

SECTION 4.10 - ANNUAL UPDATE HEARINGS

The Issuing Authority may conduct annual hearings with the Licensee to review the Licensee's performance under this Renewal License and to discuss new technologies that will enhance or improve the Cable Communications System and the economical feasibility of providing these new technologies to Subscribers in the Town. During any such hearing, the Licensee shall discuss any new technologies that it is providing as part

of other cable systems in other communities in Massachusetts. The Licensee shall cooperate fully with the Issuing Authority or its designee in connection with any such hearing and produce any documents related to compliance with this Renewal License or other materials that are reasonably requested by the Issuing Authority or its designee. This Section does not prohibit the Issuing Authority from holding such other hearings at such other times as the Issuing Authority deems fit.

SECTION 4.11 - UNDERGROUND WIRING

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground at such other utility company's sole cost and expense, the Licensee shall likewise place its facilities underground at its sole cost and expense unless a developer is installing or is otherwise required to install the cable. Underground cable lines shall be placed according to any Public Works, Highway Department or other Town bylaw or regulation and in accordance with applicable state law. 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; however, said underground construction shall be required only if and when it is required of other utilities. When possible, Licensee shall be able to use the underground conduit maintained by the Town provided that such use is: i) found by the Issuing Authority to be reasonable, ii) at the sole cost and expense of the Licensee, and iii) does not interfere with the Town's use or anticipated use of said conduit(s). Any such use by the Licensee shall be subject to the advance notification and approval of the

Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts “DIG SAFE” program.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC BROADCAST SERVICE

For as long as the FCC requires, the Licensee shall make available a Basic Broadcast Service tier to which subscription is required for access to any other tier of service. Such basic tier shall, at a minimum, consist of: 1) all broadcast television Signals carried in fulfillment of the requirements of Section 614 and 615 of the Cable Act of 1992, and 2) all active Public, Educational and Governmental (“PEG”) Access Channel(s).

SECTION 5.2 - PROGRAMMING

The Licensee shall use its best efforts to provide a wide diversity of alternative Programming options to Subscribers, including, but not limited to, sports Programming, public affairs Programming, news Programming, entertainment Programming, and movie Programming. The Licensee has offered and shall provide the following Cable Services: 1) all broadcast stations required to be carried by federal law; and 2) Public, Educational and Governmental (“PEG”) Access Channel(s) required by this Renewal License. The Licensee shall consider in good faith all Programming requests made by the Issuing Authority.

SECTION 5.3 - SIGNAL TRANSMISSION

The Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services described in Section 5.1 (*Basic Broadcast Service*) herein and in accordance with federal law.

SECTION 5.4 - CONTINUITY OF SERVICE

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall use reasonable efforts to interrupt service for the purpose of Cable Communications System construction, routine repairing or testing the Cable System only during periods of minimum use. When necessary service interruptions can be anticipated, the Licensee shall notify Subscribers in advance via message on the community bulletin board.

SECTION 5.5 - CONVERTER BOX, REMOTE CONTROLS

Upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services.

The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes at no additional charge from that of the converter charge.

SECTION 5.6 - STEREO TV TRANSMISSIONS

All video and related audio Programming Signals that are transmitted in stereo shall be transmitted in stereo to Subscribers.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL (“PEG”) ACCESS

SECTION 6.1 - PEG ACCESS

By no later than June 1, 1999, the Issuing Authority shall designate an Access Corporation (hereinafter “RATV”) which shall be solely responsible for the provision of Public, Educational and Governmental (“PEG”) Access facilities and equipment to the residents of the Town, pursuant to the provisions of this Article 6 herein. Prior to said date the Licensee shall be responsible for coverage of Selectmen Meetings, School Committee Meetings and Town Meeting. Licensee shall use its best efforts to provide a PEG Access Coordinator for twenty (20) hours per week to develop PEG Access Programming until June 1, 1999.

SECTION 6.2 - ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town as follows:

- (a) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 (*PEG Access Channels*) herein;
- (b) Manage the annual funding, pursuant to Section 6.4 (*Reading Access Television*) herein;
- (c) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.7 (*Studio Equipment Funding*) herein;

(d) Conduct training programs in the skills necessary to produce PEG Access Programming;

(e) Provide technical assistance and production services to PEG Access Users;

(f) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(g) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;

(h) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and

(i) 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 CHANNELS

(a) The Licensee shall maintain, on its Subscriber Network, one (1) PEG Access Channel for non-commercial use by residents of the Town, educational authorities and local government officials. A second PEG Access Channel shall be made available within three (3) months of the Effective Date of this Renewal License. A third PEG Access Channel shall be made available when the Access Corporation meets one (1) of the following requirements:

- (1) The Access Corporation uses its second Access Channel for a total of one hundred one (101) hours to cablecast first-run, locally produced,

non-commercial Programming during any consecutive daily six (6) hour period for six (6) consecutive weeks; or

- (2) After year five (5) of this Renewal License the one hundred one (101) hour formula referenced in Section 6.3(a)(1) shall be reduced to a total of seventy (70) hours; or
- (3) When the Licensee transmits its channel lineup within the Town using digital compression, the Town may obtain a third Access Channel upon satisfactory completion of the formula in Section 6.3(a)(1), however, the necessary hours shall be reduced to seventy (70) for purposes of this subsection.

If there is channel space available at the time of the Issuing Authority's request for a third channel under this Section, the Licensee shall make a channel available as soon as possible. If there is no channel space available, the Licensee shall have twelve (12) months following a request by the Issuing Authority in which to make such new channel available.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town and/or the Access Corporation, and shall be subject to the control and management of the Access Corporation.

(c) The Licensee shall not move or otherwise relocate, more than once in a twelve (12) month period, the channel locations of the PEG Access Channels.

SECTION 6.4 - READING ACCESS TELEVISION ("RATV")

By no later than June 1, 1999, RATV shall be responsible for Public, Educational and Governmental (“PEG”) Access Programming in the Town of Reading. RATV shall receive from the Licensee annual payments for its operational and other expenses equal to One Hundred Thousand Dollars (\$100,000) a year, Eighty Thousand Dollars (\$80,000) of which shall not be externalized, with an annual Cost of Living Adjustment (“COLA”) up to two percent (2%) a year

beginning in year two (2) of this Renewal License. The first annual payment of Eighty-eight Thousand Three Hundred Fifty-six Dollars (\$88,356) shall be payable within fourteen (14) days of the execution date of this Renewal License subject to the transition schedule in **Exhibit B** attached hereto and made a part hereof. Each succeeding annual payment shall be up to two percent (2%) above the prior year's payment payable on or before November 24 of the said year. The exact amount of said COLA shall be based upon the Consumer Price Index for the Boston Metropolitan Area, as calculated for the prior calendar year and published in the Wall Street Journal or such other Index as agreed to by the parties hereto. The payments for RATV shall be in accordance with **Exhibit C** attached hereto and made a part hereof .

SECTION 6.5 - EQUIPMENT OWNERSHIP

By no later than June 1, 1999, the Access Corporation shall own all PEG Access equipment purchased under this Renewal License with funding pursuant to Section 6.7 (*Studio Equipment Funding*) herein. The Licensee shall have no obligation to maintain, insure, replace or repair any such PEG Access equipment. The Access Corporation shall also own the former Continental Cablevision/MediaOne purchased equipment listed in **Exhibit D** attached hereto and made a part hereof, which the Licensee agrees to transfer to the Access Corporation. The equipment shall be in the same condition as of the execution date of this Renewal License, subject to normal wear and tear, upon transfer to the Access Corporation. The Licensee shall transfer physical ownership and copyright of the program tapes listed in **Exhibit E**, attached hereto and made a part hereof, to the Access Corporation by June 1, 1999.

SECTION 6.6 - RECOMPUTATION

Tender or acceptance of any payment 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 Town and/or Access Corporation may have for additional sums including interest payable under this Article 6. The Issuing Authority, the Access Corporation and/or an independent certified public accountant hired by the Issuing Authority or the Access Corporation shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from the original due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such inspection, the Licensee has overpaid, such overpayment shall be credited against the next quarterly payment to the Access Corporation, without interest charges of any kind.

SECTION 6.7 - STUDIO EQUIPMENT FUNDING

(a) The Licensee shall provide studio equipment funding in the amount of Two Hundred Thousand Dollars (\$200,000) of which the first Fifty Thousand Dollars (\$50,000) shall not be externalized. The funds are to be disbursed in accordance with the following payment schedule:

Year One: \$100,000 (payable w/in fourteen (14) days of the

execution date of this Renewal License)

Year Three: \$ 50,000 (to be paid no later than November 24, 2001)

Year Six: \$ 50,000 (to be paid no later than November 24, 2004)

(b) In no case shall the Two Hundred Thousand Dollar (\$200,000) equipment payment(s) be counted against either the annual PEG Access payment, pursuant to Section 6.4 (*Reading Access Television*) herein, or any license fee payment, required by Section 9.4 (*License Fees*) herein, or any other fees or payments required by applicable law; and provided, further, that said payment(s) are used for the purposes set forth herein.

(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 from the date due and be paid to the Access Corporation at the annual rate of two percent (2%) above the Prime Rate.

SECTION 6.8 - PEG ACCESS PAYMENTS

All payments required hereunder in Section 6.4 (*Reading Access Television*) and Section 6.7 (*Studio Equipment Funding*) herein shall be made by the Licensee directly to the Access Corporation, with a copy of said payments sent to the Issuing Authority.

SECTION 6.9 - PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply

to the Cable System's commercial channels. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

SECTION 6.10 - ACCESS CABLECASTING

(a) In order that the Access Corporation can cablecast its Programming over the PEG Access downstream channels, all PEG Programming shall be modulated, then transmitted from any location with origination capability to the Cable System headend, on two (2) or more of the I-Net upstream channels made available, without charge, to the Town and the Access Corporation for their use. The Access Corporation shall be responsible for the costs of the equipment associated with said modulation and transmission over and above the equipment provided pursuant to **Exhibit D** attached hereto and made a part hereof.

(b) The Licensee shall provide the Access Corporation with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate downstream channel, in an efficient and timely manner. At the headend, said Access Programming shall be retransmitted in the downstream direction on two (2) or more downstream PEG Access Channels. The Licensee shall not charge the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary processing equipment in order to switch upstream Signals from the Access Corporation to the designated

downstream Access Channels. Nothing herein shall require the Licensee to provide end-User equipment.

SECTION 6.11 - EMERGENCY USE

The Subscriber Network shall comply with the FCC's Emergency Alert ("EAS") regulations. Upon written request from the Issuing Authority, Licensee shall provide a copy of its annual test of the EAS system.

SECTION 6.12 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial Access Channels shall be negotiated between the Licensee and the commercial User in accordance with federal law and in a non-discriminatory manner.

SECTION 6.13 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Town agrees that it will not use its designated PEG Access Channels , equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's telecommunications business. The intent of said Section is to prohibit the use of commercial satellite delivered Programming. However, it is not intended to prohibit the placement of occasional educational Programming such as *Cable in the Classroom*, nor is it intended to prohibit the Access Corporation from

fundraising via its Access Channels or having commercial or other entities sponsor its Programming.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions, including a complete outage of all channels as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

(d) The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76) as they exist or as they may be amended from time to time. Likewise, the

Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 - PAYMENT AND EXCHANGE OFFICE

Throughout the renewal term of this Renewal License the Licensee shall operate and maintain an equipment exchange and bill payment office in the Town of Reading.

The Licensee shall operate said facility during “normal business hours” as defined herein. The Licensee reserves the right to utilize a third-party payment office should it be deemed necessary. Should the Licensee utilize a third-party payment office the Licensee shall notify the Issuing Authority of such action not less than sixty (60) days prior thereto.

SECTION 7.3 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, 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.

(b) 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, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures.

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

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any complaints or disputes brought by Subscribers arising from the operations of the License.

(d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

SECTION 7.4 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq.,

and made a part of, as the same may exist or as it may be amended from time to time:

1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing, issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) service interruptions.

SECTION 7.5 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.6 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television Signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transposition notify its Subscribers of such transposition.

SECTION 7.7 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate (automatically if the Licensee is aware of the service interruption), on

a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due.

In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.8 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance. In the event the Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

SECTION 7.9 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Communications System and shall not violate such rights through the use of any device or Signal associated with the Cable System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act as amended.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable Communications 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 and all governing laws and regulations.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable System, of the Subscriber privacy requirements contained in this Renewal License.

(e) The Licensee shall allow the Issuing Authority to receive any requested historical data on trouble/complaint, if there is written authorization by Subscriber complainant for any case being negotiated.

(f) Prior to the commencement of Cable Service to a new Subscriber, and annually thereafter to all Cable Communications System Subscribers, the Licensee shall provide Subscribers with a written document which 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.

(g) Neither the Licensee nor its designee nor the Town nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User, provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Communications

System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes.

(h) No poll or other upstream response of a Subscriber or User shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

(i) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designees 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. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(j) Upon a request by a Subscriber 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. The Licensee shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

(k) The Issuing Authority and the Licensee shall periodically review this Section to determine that it effectively addresses appropriate concerns about privacy.

SECTION 7.10 - DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee shall waive any charges.

SECTION 7.11 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to show an employee identification card issued by the Licensee.

SECTION 7.12 - COMMUNICATIONS BETWEEN LICENSEE AND CABLE SUBSCRIBERS

(a) Notifications to Subscribers

(1) The Licensee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

(i) products and services offered;

- (ii) all prices and options for all Programming Services and conditions of subscription to Programming and other services (including clear information concerning Licensee's lowest cost service);
 - (iii) installation and service maintenance policies (including information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service);
 - (iv) instructions on how to use the Cable Service;
 - (v) channel positions of Programming carried on the Cable System; and,
 - (vi) billing and complaint procedures, including the address and telephone number of the local Issuing Authority's cable office.
- (2) Customers will be notified of any changes in rates, Programming Services or channel positions as soon as possible through announcements on the Cable System and in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Licensee. In addition, the Licensee shall notify Subscribers thirty (30) days in advance of any significant changes on the other information required by subsection (a)(1) above.

(b) Billing

- (1) Bills will be clear, concise and understandable. Bill must be fully itemized, with itemizations including, but not limited to, Basic Broadcast Service and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
- (2) In case of a billing dispute, the Licensee must respond to a written complaint from a Subscriber within thirty (30) days.
- (c) Refunds - Checks will be issued promptly, but no later than either:
 - (1) the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - (2) the return of the equipment supplied by the Licensee if service is terminated.
- (d) Credits - Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted

SECTION 7.13 - OTHER CUSTOMER SERVICE REQUIREMENTS

- (a) Unless caused by a Subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the installation or service call as scheduled shall require the Licensee to automatically offer a priority cable installation or service visit to the affected Subscriber at a time mutually agreeable to the Licensee and said Subscriber, but in no case later than three (3) working days following the initial installation date, or twenty-four (24) hours following the service date, unless mutually agreed to otherwise by said Subscriber and the Licensee.

(b) The Licensee shall remove all Subscriber aerial Drop cable(s), within fourteen (14) days of receiving a written request to do so from the owner of the residence in which a Subscriber resides.

(c) The Licensee shall ensure that there are standby service personnel on call at all time after Normal Business Hours. A “live” answering service shall be required to notify the standby personnel of three (3) or more calls or a number of similar calls or a number of calls coming from the same area.

SECTION 7.14 - EQUIPMENT COMPATIBILITY

(a) In order to assist Subscribers who own “cable-ready” VCRs to interconnect such VCRs with their “cable-ready” television sets, and to assist Subscribers in the interconnection of non-cable ready VCRs and television sets, Licensee shall provide assistance to said Subscribers concerning same. Upon request, Licensee shall provide one (1) “A/B switch” and a splitter to each such Subscriber, at cost, including a reasonable return, to facilitate such interconnection. Licensee shall notify Subscribers about the availability of such A/B switch on an annual basis in accordance with Massachusetts consumer notification requirements. Use of such A/B switch and splitter will allow any Subscriber with a cable-ready VCR to record any channel while viewing an unscrambled channel, or vice-versa, without the need of a second Converter.

(b) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before or at the time a subscription agreement is reached and annually to all existing

Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Commission, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice. The notice required under 207 CMR 10.03 shall include information concerning known incompatibilities associated with the utilization of video cassette recorders with Cable Service(s), information on the cost for hooking up VCRs and any other associated VCR costs or charges and information concerning the availability of special equipment such as A/B switches and parental control devices available at cost, including specific information explaining option parents may have to block children's pay-per-view purchases.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Renewal License is attached hereto as **Exhibit F**. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental (“PEG”) Access and other franchise requirements, may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

(d) All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee’s business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

SECTION 8.2 - SENIOR DISCOUNT

Upon expiration of the Social Contract, the Licensee shall offer a ten percent (10%) discount on the Basic Broadcast Service tier to any head of household, age sixty-five (65) years or older and who is Medicaid eligible or resides in public housing. Said discount shall not be externalized.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]

The Licensee shall at its sole cost and expense indemnify and hold the Town harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, caused by the construction, installation, operation or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable Communications System.

SECTION 9.2 - INSURANCE [SEE G.L.c. 166A §5(c)]

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

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

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation .

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of the Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a Twenty-five

Thousand Dollar (\$25,000) performance bond running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);
- (3) the indemnity of the Town in accordance with G.L.c.166A §5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f).

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent.

SECTION 9.4 - LICENSE FEES

(a) During the term of this Renewal License the annual license fee payable to the Town shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to G.L.c. 166A §9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with state and/or federal law the Issuing Authority may at its discretion, after holding a public hearing, direct the Licensee to pay a license fee that

shall not exceed five percent (5%), or higher if applicable law permits, of the Licensee's Gross Annual Revenues less any operating expense for PEG Access Programming under Article 6 herein.

(c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties.

SECTION 9.5 - REPORTS [SEE G.L.c. 166A §§8 and 10]

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) As provided by law and applicable regulations, every twelve (12) months the Licensee shall notify the Issuing Authority and the Cable Division, on forms prescribed by the Cable Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and, pursuant to 47 CFR §76.311 and other applicable regulations of the FCC, must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

SECTION 9.7 - DETERMINATION OF BREACH

In the even 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 forty-five (45) 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 forty-five (45) 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, in forty-five (45) 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: 1) the Licensee fails to respond to such notice of default; and/or 2) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; and/or 3) the Issuing Authority is not satisfied with i) the Licensee's response pursuant to subsection (a) above and/or ii) the Licensee's efforts to cure pursuant to subsection (b) above, 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, questions witnesses, if any, and be heard at such public hearing.

(d) Within forty-five (45) days after 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 one or more of the following remedies:

- (1) Assess liquidated damages in accordance with the schedules set forth in Section 9.8 (*Liquidated Damages*) herein;
- (2) Seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (3) Commence an action at law for monetary damages;
- (4) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.3 (*Performance Bond*) herein;
- (5) Declare this Renewal License to be revoked subject to Section 9.9 (*Revocation of License*) herein and applicable law; and

- (6) Invoke any lawful remedy available to the Town.

SECTION 9.8 - 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 9.7 (*Determination of Breach*) herein. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 9.7(d) (*Determination of Breach*) herein.

- (1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 9.12 (*Transfer or Assignment*) herein, One Hundred Dollars (\$100) per day, for each day that any such non-compliance continues.
- (2) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.2 (*Subscriber Network*) herein, One Hundred Dollars (\$100) per day, for each day that any such non-compliance continues.
- (3) For failure to operate and maintain the Institutional Network in accordance with Section 3.6 (*Institutional Network*), One Hundred Dollars (\$100) per day, for each day that any such non-compliance continues.

- (4) For failure to comply with the PEG Access Programming and equipment provisions in accordance with the timelines in Article 6 herein, One Hundred Dollars (\$100) per day, for each day that any such non-compliance continues.
- (5) For failure to comply with the FCC's Customer Service Obligations in accordance with Article 7 herein, One Hundred Dollars (\$100) per day, for each day that any such non-compliance continues.
- (6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 3.3 (*Subscriber Network Cable Drops*) herein, Fifty Dollars (\$50) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.
- (7) For failure to submit reports, pursuant to Section 9.5 (*Reports*) herein, Fifty Dollars (\$50) per day that any of said reports are not submitted as required.
- (8) For any other breach of this Renewal License, Fifty Dollars (\$50) per day.

(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 or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 9.7 (*Determination of Breach*) herein and this Section 9.8,

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 damage 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 above 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 Section 622(g)(2)(A)-(D) of the Cable Act. Liquidated damages shall not be externalized.

SECTION 9.9 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

The License issued hereunder may, after due notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (*Performance Bond*) or to maintain insurance as described in Section 9.2 (*Insurance*) herein;

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;

(d) For repeated failure to maintain Signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;

(f) For failure to complete construction in accordance with the provisions of the Renewal License; and

(g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

SECTION 9.10 - NOTICE AND OPPORTUNITY TO CURE

Prior to instituting any action against the Licensee under either Section 9.3 (*Performance Bond*), Section 9.7 (*Determination of Breach*) or Section 9.9 (*Revocation of License*) herein, the Issuing Authority shall notify the Licensee of specific failure and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to rectify such failure and shall not proceed further if the matter is resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

SECTION 9.11 - RIGHT OF REVIEW

Prior to pursuing review under state or federal law, the parties may agree to arbitration under the rules of the American Arbitration Association.

SECTION 9.12 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred or assigned without the prior written consent of the

Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division. The application for consent to a transfer or assignment 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) Subject to applicable law, in considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's financial qualifications, management and technical expertise, character qualifications, experience in the cable industry, performance in other communities and other criteria allowable under law.

(c) For purposes of this Section, the word "control" shall comply with the definition of such in 207 CMR 4.03.

(d) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage 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 Public Streets and Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring consent of the Issuing Authority pursuant to this Section.

(f) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing, if such a hearing is deemed necessary by either the Issuing Authority or the transferee, to consider the written application for transfer.

(h) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all terms and conditions contained in this Renewal License.

SECTION 9.13 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 9.12 (*Transfer or Assignment*) shall be null and void, and shall be deemed a material breach of this Renewal License; and

(b) If the Issuing Authority lawfully denies its consent to any such action and a transfer nevertheless occurs, the Issuing Authority may revoke and terminate this Renewal License.

(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.

SECTION 9.14 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles,

transmission and distribution systems and other appurtenances from the Public Streets or Ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner as it deems appropriate. The Licensee shall also remove any lines that it no longer utilizes or will not utilize at a future date. Such abandonment shall not relieve the Licensee of cost of removal.

SECTION 9.15 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to Massachusetts General Laws, Chapter 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. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing

Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.16 - COMMERCIAL NON-DISCRIMINATION

No commercial establishment within the Licensee's service area shall be denied Basic Broadcast Service or Cable Programming Services if requested. In responding to a request for any level or tier of Cable Service, the Licensee shall treat like situated commercial establishments within the service area similarly and in accordance with federal laws and regulations.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

SECTION 10.2 - FORCE MAJEURE

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

SECTION 10.3 - INTERNET SERVICE FOR THE PUBLIC SCHOOLS

The Licensee shall maintain one (1) free Internet connection to the public schools currently receiving free Internet access from MediaOne pursuant to the Social Contract for the term of this Renewal License. Any additional school will similarly receive free Internet access from MediaOne during the Renewal term. However, the Licensee reserves the right to externalize all costs associated with such service after December 31, 2000.

SECTION 10.4 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Reading, 16 Lowell Street, Reading, MA 01867 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Legal & Government Affairs, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.5 - 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 10.6 - 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 10.7 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the date of execution 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.

SECTION 10.8 - 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.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
_____ 19____.

TOWN OF READING

By:

Selectman

Selectman

Selectman

Selectman

Selectman

MEDIAONE OF MASSACHUSETTS, INC.

By:

Russell H. Stephens
Senior Vice President
Northeast Region

EXHIBIT A

I-NET LOCATIONS

- Reading Municipal Light Department
- Joshua Eaton - 365 Summer St.
- Barrows School - 16 Edgemont Ave.
- Fire Station - Woburn St.
- Parker Middle School - 45 Temple St.
- Reading Town Hall
- Library
- Police Station
- New Senior Center
- Old Senior Center
- Reading Memorial High School/LO Studio - 62 Oakland Rd.
- Birch Meadow School - 27 Arthur B. Lord Dr.
- Coolidge Middle School - 89 Birch Meadow Dr.
- Killam School - 333 Charles St.
- Police Revolver & Gun Training Club

Additional schools shall be added as additional I-Net locations provided the Town pays the reasonable costs of making such additional connections to the I-Net.

EXHIBIT B

TRANSITION FINANCIAL PLAN

Please see the following page.

EXHIBIT C

PAYMENT SCHEDULE

Annual payments to Reading Access Television ("RATV"):

Total Number of Payments	\$ Amount	Due Date
Payment #1	\$88,356	With fourteen (14) days of the execution date of this Renewal License.
Payment #2	\$100,000 *	By November 24, 1999
Payment #3	\$100,000 *	By November 24, 2000
Payment #4	\$100,000 *	By November 24, 2001
Payment #5	\$100,000 *	By November 24, 2002
Payment #6	\$100,000 *	By November 24, 2003
Payment #7	\$100,000 *	By November 24, 2004
Payment #8	\$100,000 *	By November 24, 2005
Payment #9	\$100,000 *	By November 24, 2006
Payment #10	\$100,000 *	By November 24, 2007

* Annual payment to include an annual Cost of Living Adjustment ("COLA") up to two percent (2%) of established \$100,000 annual payment beginning in year two (2) of this Renewal License. Each succeeding annual payment shall be up to two percent (2%) above the prior year's payment. The exact amount of said COLA shall be based upon the Consumer Price Index for the Boston Metropolitan Area, as calculated for the prior calendar year and published in the Wall Street Journal or such other Index as agreed to by the parties hereto.

EXHIBIT D

**EQUIPMENT TO BE RETAINED BY THE ACCESS
CORPORATION**

Please see the following page(s).

EXHIBIT E

PROGRAM TAPES

Please see the following page.

EXHIBIT F

CURRENT SCHEDULE OF RATES & CHARGES

Please see following page(s).