

**CITY OF REVERE  
COMMONWEALTH OF MASSACHUSETTS**

***CABLE TELEVISION  
RENEWAL LICENSE***

**Issued Pursuant to Chapter 166A of the Massachusetts General Laws;  
the Cable Communications Policy Act of 1984;  
the Cable Television Consumer Protection;  
Competition Act of 1992;  
and the Telecommunications Act of 1996**

***December 23, 1996***

**CITY OF REVERE  
COMMONWEALTH OF MASSACHUSETTS  
CABLE TELEVISION RENEWAL LICENSE**

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**ARTICLE 1**

**DEFINITIONS**

**Section 1.1 - DEFINITIONS**

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

*Affiliate or Affiliated Person: Any person or entity who or which directly or indirectly controls and owns an interest in Licensee; any person which Licensee directly or indirectly controls and in which Licensee owns an interest; and any person directly or indirectly subject to control and owned in whole or in part by a person who or which directly or indirectly controls and owns an interest in Licensee; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.*

*Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).*

*Cable Service: The transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the*

*selection of such video programming which Licensee may make available to subscribers generally.*

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

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

**City:** *The City of Revere.*

**Commission:** *The Massachusetts Community Antenna Television Commission.*

**Downstream Channel:** *A channel over which signals travel from the Cable System headend to an authorized recipient of programming.*

**Educational Access:** *Any channel which has been allocated for use by educational organizations and institutions in the City of Revere.*

**Effective Date:** *December 28, 1996.*

**FCC:** *The Federal Communications Commission, or any successor agency.*

**Government Access:** *Any channel which has been allocated for use by the City of Revere, the Issuing Authority or their designee(s).*

**Gross Annual Revenues:** *Compensation, in whatever form, exchange or otherwise, received by Licensee which is derived from all revenues for the provision of cable service on the Cable System within the City of Revere, installation revenues (including, among other things, reconnection and second set), equipment charges, advertising revenues derived and received from the Cable System, leased access revenues, and any other revenues from the operation of the Cable Television System in the City of Revere; provided, however, that Gross*

*Annual Revenues shall not include (1) any fees (according to applicable law) or taxes on services furnished by the Licensee which are imposed upon any subscriber or user (as opposed to Licensee) by the State, City of Revere or other governmental unit and collected by the Licensee on behalf of said governmental unit; (2) programming revenues of any Affiliate whose programming is carried on the system where such revenues are paid to said Affiliate by the Licensee; (3) to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, reimbursements from Affiliates or vendors, returned checks and asset sales when such sales do not occur in the ordinary course of business; (4) revenues of any Affiliate from the sale of non-cable merchandise or services, including subscriptions to periodicals, as a result of or due to advertising on the system; and (5) revenues generated by the provision of telecommunications service pursuant to the Telecommunications Act of 1996. In the event that an Affiliate is responsible for the advertising, advertising revenues shall be deemed the pro-rata portion of advertising revenues, less expenses, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising.*

*Issuing Authority: The Mayor of the City of Revere, Massachusetts.*

*Leased Channel: Any channel available for lease for programming by persons other than Licensee.*

*Licensee: Continental Cablevision of Massachusetts, Inc., or any successor or transferee in accordance with the terms and conditions in this License.*

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

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

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

**Public Ways:** *The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the City now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City 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 City greater than those already possessed by the City.*

**Upstream Channel:** *A channel over which signals travel over the Cable System to the headend from remote points of origination.*

## **ARTICLE 2**

### **GRANT AND TERM OF LICENSE**

#### **Section 2.1 - GRANT OF LICENSE**

*Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Mayor, as the Issuing Authority of the City, hereby grants a nonexclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the City of Revere.*

#### **Section 2.2 - RIGHTS AND PRIVILEGES OF LICENSEE**

*Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, all over, along, across or upon the Public Ways of the City of Revere within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of video, data, text, audio or other signals in accordance with all applicable laws.*

#### **Section 2.3 - APPLICABLE LAW**

*This License is granted under and in compliance with Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with all applicable federal law, including, but not limited to, all rules of the Federal Communications*

*Commission ("FCC"), as amended, and all other municipal, state and federal rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Massachusetts Community Antenna Television Commission. Any reference herein to federal and state law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.*

#### ***Section 2.4 - TERM OF RENEWAL LICENSE***

*This License shall become effective upon December 28, 1996 and shall expire at midnight on December 27, 2006.*

#### ***Section 2.5 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE***

*(a) To the extent required by M.G.L.c. 166A, Section 7, and the regulations of the Commission promulgated thereunder, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application therefor as provided by the Commission and on forms prescribed by the Commission. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.*

*(b) Any reasonable administrative costs, up to Two Thousand Dollars (\$2,000), including legal and consulting fees, incurred by the Issuing Authority in connection with the review of such application shall be reimbursed by the Licensee or transferee.*

**Section 2.6 - NON-EXCLUSIVITY OF LICENSE**

*(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the City of Revere; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.*

*(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License. This paragraph shall be subject to specific performance.*

*(c) The Issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L. Chapter 166A and applicable regulations promulgated thereunder.*

*(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage as a result of a competing multichannel video programmer operating in the City except for direct satellite to home providers not affiliated with a Regional Bell Operating Company, that is not required to be licensed by the City, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage in assessing a Section 625 request from the Licensee. The Issuing Authority and the Licensee agree that: (1) effective competition by another multichannel video programmer(s) in the City was unforeseeable as of the Effective Date of this Renewal License; and (2) that such competition is beyond the control of the Licensee. The Licensee shall have the right to obtain modification of requirements of this Renewal License if the Licensee demonstrates that (i) it is commercially impracticable for the Licensee to comply with such requirement and (ii) the proposal by the Licensee for modification of such requirement is appropriate because of*

*commercial impracticability. Any final decision made by the Issuing Authority under this section shall be made in a public proceeding. Such decision shall be made within one hundred twenty (120) days after receipt of such request by the Issuing Authority, unless otherwise extended by agreement of parties. The parties agree that the standard applied to the Licensee's request for modification is the same as provided under the "Commercial Impracticability" provisions of the UCC - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the UCC.*

#### ***Section 2.7 - POLICE AND REGULATORY POWERS***

*By executing this License, Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License or to cable operators. Licensee shall comply with all applicable laws and ordinances enacted by the City pursuant to any such powers.*

#### ***Section 2.8 - REMOVAL OR ABANDONMENT***

*Upon termination of this License by passage of time or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition.*

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



***Section 2.9 - PROCEEDINGS UPON EXPIRATION OR REVOCATION***

***In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and that the Issuing Authority determines not to renew this License and all appeals have been exhausted, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, by transferring the Cable System to the City or a subsequent licensee in accordance with 47 U.S.C. § 547.***

### ARTICLE 3

#### SYSTEM DESIGN, CONSTRUCTION AND OPERATION

##### *Section 3.1 - SUBSCRIBER NETWORK*

*(a) No later than September 30, 1998, the Licensee shall make available to all residents of the City a 750 MHz System, fed by means of a fiber-optic transportation cable network, fully capable of carrying a minimum of seventy-eight (78) analog video channels in the downstream direction and four (4) analog video channels in the upstream direction. Said 750 MHz System shall be designed for 550 MHz of analog signal transmissions, with 200 MHz reserved for future digital or analog two-way transmissions, which may be subject to change at the discretion of the Licensee.*

*The costs of the Cable System upgrade shall not be subject to external rate adjustments for subscribers. Licensee shall use reasonable promotional methods to inform subscribers about the upgraded Cable System.*

*(b) Timely completion of the upgrade to 750 MHz is subject to extension by reason of force majeure, and is contingent upon the receipt of timely approvals of permits, easements and all other prerequisites to construction by the City, governmental agencies, public utilities, property owners and vendors and other authorities provided such permits are pursued diligently by the Licensee. The City will give the Licensee its full cooperation in securing all permits, access rights, sub-headend or microwave link sites and other prerequisites to construction of the rebuilt system.*

*(c) Until such time as the upgrade described in subsection (a) above is completed, the Licensee shall continue to operate the current 550 MHz Cable System.*

*(d) The Licensee shall not remove any television antenna of any subscriber but shall offer subscribers the choice between cable and non-cable television reception.*

*(e) During the term of this License, Licensee shall use best efforts to employ state of the art technology in the operation of the Cable Television System taking into consideration the costs of doing so.*

***Section 3.2 - CONSTRUCTION MAPS***

*Upon written request by the Issuing Authority the Licensee shall file with the City accurate maps of all existing and proposed trunk and feeder installations within sixty (60) days from receipt of said request. Thereafter, upon written request of the Issuing Authority and not more than annually, the Licensee shall file with the Issuing Authority accurate maps of all newly constructed cable plant.*

***Section 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP***

*The Licensee shall make its service available to every residential (noncommercial) dwelling unit in the Service Area in the City regardless of the type of dwelling, or its geographical location. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty feet (150 ft.) of the cable plant for an aerial drop, or one hundred fifty feet (150 ft.) for an underground drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations.*

***Section 3.4 - CURRENT INSTITUTIONAL NETWORK ("I-NET")***

*(a) The Licensee shall continue to provide and maintain the current Institutional Network ("I-Net") pursuant to the terms of the prior license. Said I-Net shall be capable of transmitting composite video transmissions from and among the municipal buildings identified in Schedule 3.4 attached hereto. Origination on the I-Net shall also be capable of being switched to the Subscriber Network. Upon the request of the Issuing Authority the*

*Licensee shall provide at cost a maximum of ten (10) additional I-net drops in buildings located on the I-Net route.*

*(b) The Issuing Authority acknowledges that the current I-Net may not be capable of transmitting high speed data. Any use of the current I-Net for data transmission is at the City's own risk.*

*(c) Unless otherwise provided herein, the City and its designated I-Net users shall be solely responsible for any and all user interface equipment including but not limited to, video production equipment. Licensee shall be responsible for all equipment necessary to make interaction possible with subscriber network.*

*(d) The Licensee shall be responsible for maintaining the I-Net, at no cost to the City, in accordance with the FCC Rules and Regulations, Part 76. Upon completion of construction of the advanced I-Net pursuant to Section 3.5 herein, the provisions of this Section shall no longer apply.*

### ***Section 3.5 - CONSTRUCTION OF AN ADVANCED INSTITUTIONAL NETWORK***

#### ***("I-NET") FOR DATA TRANSMISSION***

*(a) Upon request of the Issuing Authority the Licensee shall construct a new, advanced Institutional Network ("I-Net") with a minimum capacity of 550 MHz and capable of transmitting 156-550 in the forward direction and 5-116 MHz in the reverse direction or the equivalent thereof. The advanced I-Net will be capable of transmitting composite video and high speed data from and among the municipal buildings described in Schedule 3.4 attached hereto. Said I-Net may also be capable of audio transmission subject to applicable federal and state law and regulations and technical limitations. Within six (6) months of a request of the Issuing Authority to construct a new, advanced I-Net the Licensee and the City's designee shall conduct a joint inspection of the municipal buildings described in Schedule 3.4, determine the precise location of the I-Net drop in each building, and shall agree upon the I-*

*Net design. Construction of the advanced I-Net will be completed within one (1) year of the agreement on the design of the advanced I-Net.*

*(b) Unless otherwise provided herein, the City and its designated I-Net users shall be solely responsible for any and all user interface equipment including but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment.*

*(c) The Licensee shall hold all rights and title in the advanced I-Net, but shall provide the City the right to use the I-Net throughout the remaining term of this Renewal License subject to the following conditions:*

*(1) Unless the City elects to operate the I-Net at one hundred percent (100%) capacity pursuant to subsection (f) below, the City shall reserve up to seventy-five percent (75%) of the I-Net capacity for municipal use, but shall retain the coterminous right to use such reserved capacity for operation and maintenance of the I-Net and to comply with the terms of this Renewal License. The remaining capacity shall be reserved by the Licensee for its exclusive use, provided that the Licensee's use shall not interfere with the municipal use;*

*(2) The City may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes.*

*(d) The City shall have the right to use the I-Net, at no cost, for the transmission of composite video and data as well as audio, subject to subsection (a) above.*

*(e) The Licensee shall be responsible for maintenance of the I-Net in accordance with the following provisions:*

*(1) Licensee shall maintain an I-Net as prescribed by FCC Rules and Regulations, Part 76.*

- (2) Licensee shall determine and assign the transmit and receive frequencies for all I-Net users.*
- (3) Licensee shall determine and design the correct signal strength levels necessary at each location.*
- (4) The City may install its preferred equipment, provided, however, the data equipment to be used has been pre-approved by Licensee in advance of connection to the I-Net. Pre-purchase approval is recommended.*
- (5) The City shall designate a certified, experienced data communications professional (ex., MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the City for all setup and ongoing operations of LAN to LAN connectivity over the I-Net.*
- (6) Licensee's role in supporting free data transmission shall be limited to the minimum services outlined above. Licensee shall charge the City for all service calls not related to maintaining the physical plant and radio frequency performance of the I-Net, including adds, moves or system changes requested by the City. Changes shall be billed on a time and material basis. Licensee shall respond to service calls related to the physical plant and radio frequency as soon as possible, but no later than forty-eight (48) hours following a request for service.*
- (7) Any user who causes interference or renders the I-Net system ineffective shall be notified and disconnected by Licensee after consultation with the Issuing Authority.*

*(f) The City acknowledges that the current cost of constructing a new, advanced I-Net is Eighteen Thousand Dollars (\$18,000) per mile. The City may elect to utilize one hundred percent (100%) of the I-Net and pay this sum or alternatively, may request only seventy-five percent (75%) of said capacity and pay a sum equal to Thirteen*

*Thousand Five Hundred Dollars (\$13,500) per I-Net mile, or portion thereof, for use of said I-Net during the term of the License. In either case, said sum shall be credited against the annual two percent (2%) Educational Telecommunications Program ("ETP") franchise fee paid pursuant to Section 4.8 herein in equal installments over the remaining term of the License following completion of construction.*

*(g) Notwithstanding any other provision herein, upon construction of the advanced I-Net, the City and the Licensee may contract for additional services, including Licensee's high speed data service, at the prevailing market rate.*

*(h) Should the City decide to enter into a commercial arrangement with the Licensee for high speed data service, as described in Schedule 3.5 attached hereto, in order to assist the City in utilizing the advanced I-Net for data transmission services, the Licensee shall provide the City with a twenty-five percent (25%) discount on all high speed data charges. This twenty-five percent (25%) discount will be taken on the then prevailing market rate. This discounted rate will be available to the City for the first two (2) years of any high speed data service agreement.*

### **Section 3.6 - CABLE SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

*(a) Licensee shall provide, free of charge, an activated outlet of standard service, or the level of service which includes Cable in the Classroom programming as long as Licensee receives Cable in the Classroom programming under agreements or pursuant to terms similar to those which are currently in place, excluding premium channels, to public buildings along its cable routes upon written request of the Issuing Authority. Classrooms in newly constructed schools shall be wired at cost.*

*(b) Any location in the Revere public schools which has been previously wired for cable service shall be entitled to a cable converter which can receive the fullest level of cable service other than premium or a la carte channels.*



***Section 3.7 - EMERGENCY AUDIO ALERT***

*Within ninety (90) days from the completion of the construction of the Subscriber Network pursuant to Section 3.1 herein, the Licensee shall provide an emergency audio override alert system which operates in accordance with applicable FCC regulations.*

***Section 3.8 - STANDBY POWER***

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

### ***Section 3.9 - TREE TRIMMING***

*In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the City and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on City property shall occur except upon a permit in writing from the City Tree Warden or other person designated by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.*

### ***Section 3.10 - UNDERGROUND WIRING OF UTILITIES***

*In areas of the City having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. When possible, Licensee shall be able to use the underground conduit maintained by the City based upon a mutually agreeable arrangement. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.*

### ***Section 3.11 - PEDESTALS AND VAULTS***

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

*unreasonably denied. All such equipment shall be shown on the construction maps submitted to the City in accordance with Section 3.2 herein.*

**Section 3.12 - PRIVATE PROPERTY**

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

**Section 3.13 - RESTORATION TO PRIOR CONDITION**

*Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the City's Department of Public Works Commissioners or their designee provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the City may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the City may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the City, or otherwise, subject to the Letter of Credit provision of Section 7.5 herein.*

**Section 3.14 - COOPERATION WITH BUILDING MOVERS**

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



***Section 3.15 - RELOCATION OF FACILITIES***

*The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the City for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.*

***Section 3.16 - RELOCATION OF FIRE ALARMS***

*The Licensee shall reimburse the City at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The City shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.*

***Section 3.17 - SERVICE INTERRUPTION; REBATES***

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

***Section 3.18 - CONSTRUCTION AND MAINTENANCE STANDARDS***

*(a) The Licensee shall construct and operate a Cable Television System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable Television System for which this License is granted shall be in conformance with the applicable provision of the National Electrical Code (Article 820), the National Electrical Safety Code, the National*

*Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Community Antenna Television Commission and the FCC. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted simultaneously to the City.*

*(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair. Licensee acknowledges that cable plant running along the ocean requires particular care.*

### ***Section 3.19 - RIGHT OF INSPECTION***

*(a) In the event the Issuing Authority reasonably suspects noncompliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times on reasonable notice to Licensee. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.*

*(b) Any tests conducted by the City shall be at the sole cost and expense of the City and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the City shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing.*

### ***Section 3.20 - SYSTEM INTERCONNECTION***

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

#### ***Section 3.21 - EMERGENCY REMOVAL OF PLANT***

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



**ARTICLE 4**  
**COMMUNITY PROGRAMMING AND**  
**ACCESS COMMITMENTS AND POLICIES**

***Section 4.1 - COMMUNITY PROGRAMMING EQUIPMENT AND FACILITIES***

*Licensee shall maintain a community television studio, portable production equipment and adequate staff in the City of Revere necessary to produce and transmit locally produced television programs on the Cable System. A minimum of two (2) full-time staff persons shall be employed for this purpose by Licensee. Within six (6) months of the Effective Date of this License, Licensee shall re-equip its Marble Street, City Council and School Committee Chambers, expending a minimum of Two Hundred Thousand Dollars (\$200,000) for such purpose. An inventory of the type of such equipment is listed in Schedule 4.1 attached hereto and made a part hereof. Prior to finalizing its acquisition of such new equipment Licensee shall consult with the Issuing Authority. Licensee shall maintain and replace as necessary, such equipment, or equipment with equivalent capabilities throughout the License term at its Revere facilities.*

***Section 4.2 - PROGRAMMING AND COVERAGE***

*(a) Licensee shall produce and cablecast local programs which shall include coverage of events, public affairs and issues relevant to Revere subscribers. Licensee shall collaborate with local businesses, community organizations, human service producers and residents to produce such programming. Licensee shall use its best efforts to produce ten (10) hours of community programming per week. Licensee shall be responsible for providing "live" coverage of regularly scheduled meetings of the City Council and School Committee, and upon reasonable notice, special meetings of such bodies.*

*(b) Upon thirty (30) days notice of the Issuing Authority, Licensee shall cover special events in the City that require the use of a mobile production van.*

#### **Section 4.3 - TRAINING**

*Licensee shall offer training programs to the public in the use of its community programming equipment and facilities at least twice a year and more if demand requires additional programs. Such training shall be at levels that are appropriate for the enrolled community residents. Licensee shall submit a plan of direct outreach to community organizations and agencies to the Issuing Authority for approval, such approval not to be unreasonably withheld. Licensee shall also advertise availability of such training program(s) on its own channel(s) during a period of one (1) month just preceding the date of such training programs.*

#### **Section 4.4 - ACCESS CHANNELS**

*(a) Upon the Effective Date of this Renewal License, the Issuing Authority shall continue to have one (1) channel dedicated to composite PEG Access and community programming and one (1) channel dedicated to Educational Access programming. Upon completion of construction of the Subscriber Network pursuant to Section 3.1 herein, Licensee shall make available one (1) channel dedicated to Government Access programming. Such channel may be used by municipal departments and agencies to inform subscribers about city government and service. Origination capability shall be provided to City Hall. This channel shall not be used for political advertising or campaign programming. At no time during the term of this Renewal License shall the Issuing Authority be granted more than three (3) PEG Access channels.*

#### ***Section 4.5 - ACCESS CHANNEL(S) MAINTENANCE***

*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, provided, however, that Issuing Authority acknowledges that the Licensee is not responsible for the technical quality of actual programming. Upon written request, Licensee shall make available a copy of its most recent performance tests required by the FCC.*

#### ***Section 4.6 - EQUAL OPPORTUNITY***

*If the Licensee permits any person who is a legally qualified candidate for any public office to employ facilities of its Cable system to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. If the Licensee permits any person to originate and disseminate any views concerning a controversial issue of public importance, it shall afford reasonable opportunity for the presentation over its facilities of contrary points of view on the same terms and conditions. The conduct of the Licensee with respect to all program origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CRF subsections 76.205 and 76.209 and any and all other applicable law and regulations.*

#### ***Section 4.7 - PUBLIC ACCESS TO THE CABLE SYSTEM***

*Any resident of Revere, or any organization based in Revere, shall have the right to place programming on the Revere Cable System subject to rules established by the Licensee.*  
*The Issuing*

*Authority recognizes that Public Access programming will be blended with Licensee's community programming and that Licensee shall have editorial discretion over some Public*

*Access programming. The Issuing Authority expects that Licensee's rules for Public Access programming will encourage diversity of ideas and expression. If the Issuing Authority determines that Licensee's editorial discretion is too restrictive, it may require Licensee to establish a separate Public Access channel over which it has no editorial discretion except that which is required under applicable federal law.*

***Section 4.8 - EDUCATIONAL TELECOMMUNICATIONS PROGRAM ("ETP")***

*(a) Notwithstanding the payments made pursuant to the provisions of M.G.L.c 166A, Section 9, Licensee shall, commencing April 1, 1997 and on or before that date of each following year during the term of this License make a payment equal to two percent (2%) of its Gross Annual Revenues for the prior fiscal year to the Issuing Authority, or its designee, for the purpose of promoting an Educational Telecommunications Program ("ETP"). A secondary purpose of the ETP may be to create citizen awareness about local government. Such payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for purposes of any applicable federal limitation on franchise fees, provided that in any event franchise fees shall not exceed five percent (5%) of Licensee's Gross Revenues*

*(b) Any payments to the ETP shall be used to support the operation and utilization of an ETP centered around use of the Cable System and may include, but not be limited to, such items as audiovisual equipment, salaries of personnel associated with educational medial, telephone and other administrative costs, data transmission, rental of space for ancillary equipment to be used in conjunction with the program and other cable-related activities. If upon review of the annual report of the ETP as required under subsection (d) below, Licensee determines that the use of the funds, or a portion thereof, has not been appropriate, Licensee may request a hearing before the Issuing Authority on this matter. If the Issuing Authority agrees with the Licensee, the Issuing Authority shall take measures to see that such funds are*

*expended appropriately in the future. If upon receiving a subsequent annual report required under subsection (d) below, Licensee again determines that the use of said funds, or a portion thereof, has not been appropriate, Licensee may request an additional hearing before the Issuing Authority. If the Issuing Authority agrees with Licensee's determination, it may direct Licensee to make payments due under subsection (a) above directly to a nonprofit corporation which shall, under contract with the City, provide Educational Access services. Such corporation shall be required to expend such funds exclusively to support Educational Access. If the Issuing Authority disagrees with the Licensee concerning the appropriateness of the use of funds, the matter shall be referred to the Commission, or other arbiter agreeable to the parties, whose decision on the appropriateness of expenditures shall be binding.*

*(c) On or about March 15 of each year following the Effective Date of this License, the Revere School Department shall supply a report to Licensee and the Issuing Authority, certified by the chief financial officer of the School Department, specifying how operating and capital funds received in the prior calendar year have been spent and providing an overview of the ETP.*

*(d) If any section, sentence, paragraph, term or provision of this Section is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such that any or all of the funding provided by Licensee to the ETP becomes unavailable, then the Issuing Authority shall have the right to direct the Licensee to make payments equal to those which have been nullified, to a nonprofit corporation which shall be subject to the terms of this Section.*

*(e) Licensee shall provide one (1) Downstream Channel on the subscriber network to ETP for Educational Access programming to the Revere public schools and to the subscribers.*

*(f) To further support the ETP, Licensees shall make the following payments to the Issuing Authority, or its designee, to be used for capital expenditure or expenses related thereto;*

*Within sixty (60) days of the Effective Date of this License: \$100,000*

*On or before January 2, 1998: \$ 50,000*

*On or before January 2, 1999: \$ 50,000.*

*(g) Should Licensee fail to timely make any payment under subsections (a) and (f), and should such failures continue for a period of ten (10) days from written notice thereof, then it shall additionally be charge an interest penalty which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America plus two percent (2%). Payment of this interest penalty shall not preclude any other remedy available to the Issuing Authority under applicable law.*

#### ***Section 4.9 - RELOCATION OF COMMUNITY PROGRAMMING FACILITIES***

*(a) Licensee shall relocate its community programming facilities from its current Marble Street location at such time when the lease of such premises expires. The relocation shall be made to a more central, downtown location selected by the Licensee of comparable size and reasonably satisfactory to the Licensee. Such relocation shall not be required, however, if prior to the lease expiration date, the Issuing Authority makes a timely exercise of its option to relocate Licensee's facilities to a municipal building provided for under subsection (c) below.*

*(b) Licensee may elect to relocate its Marble Street facilities prior to its lease expiration date. If it has undertaken such relocation by entering into a new lease or purchase agreement for a more central, downtown location of comparable size and reasonably satisfactory to the Licensee, then the Issuing Authority may not exercise its options in subsection (c) and (e) below.*

*(c) Should the Issuing Authority identify a municipal building/location which it deems appropriate for the relocation of Licensee's community programming facilities and customer service office, and which is reasonably satisfactory to Licensee, then it may require Licensee to relocate to such premises, allowing a reasonable period for any required build-out and equipment installation thereafter. To affect such relocation, and prior to the commencement of any necessary construction, the Licensee shall enter into a standard real estate lease with the City which provides that the Licensee shall pay as rent per annum, the market value of the space, less the amount expended on the leasehold improvements required to enable the relocation, amortized over the lease term. Should Licensee have any rent liability as a result of early termination of its lease at the Marble Street location, it may also reduce its rent due to the City for such amount, also amortized over the lease term. The market value of the space shall be determined by taking the average of the three (3) specified rates for first class commercial space in Revere as provided by a certified real estate broker of the Licensee's choice, and by a certified real estate broker that the Issuing Authority's and Licensees brokers have agreed upon. It is agreed, however, that the rental rate shall not exceed Ten Dollars (\$10) per square foot. Licensee shall also be responsible for the costs of utilities for the premises. Prior to the commencement of construction, the Licensee shall present plans and cost estimates to the Issuing Authority for review and consultation.*

*(d) Should the Issuing Authority exercise its option to relocate Licensee's facilities to a municipal location, then Licensee may require, upon completion of construction and installation of its facilities at the municipal location, to be relieved of any further responsibilities to operate community programming or Public Access in the City. If the Licensee exercises such option the Issuing Authority shall decide whether the management of community programming and Public Access functions shall be designated to a not-for-profit corporation or consolidated into, or combined with, the Educational Telecommunications Program ("ETP"). In either event, Licensee shall enter into an agreement with the City, and*

*the access management entity so designated by the Issuing Authority, in the form attached hereto as Schedule 4.9. Furthermore, Licensee shall assign its lease for the municipal location to the access management entity.*

*(e) Should the Issuing Authority exercise its option to relocate Licensee's facilities to a municipal location, then the Issuing Authority may further require, upon completion of the relocation construction and installation of Licensee's facilities, that Licensee be relieved of any further responsibilities to operate community programming or Public Access in the City, by transferring management responsibility for such functions to a not-for-profit corporation, or consolidating or combining such functions with the Educational Telecommunications Program ("ETP"). Prior to exercising this option, however, the Issuing Authority must give ninety (90) days notice to Licensee, and upon Licensee's request, the Issuing Authority shall hold a public hearing to consider the benefits and detriments of affecting such a transfer of responsibility. If Licensee requests such public hearing, then the Issuing Authority shall, prior to a final decision on the exercise of this option, issue a statement explaining why it is in the public interest to relieve Licensee of its community programming and Public Access responsibilities. If the Issuing Authority elects to exercise this option, then Licensee shall enter into an agreement with the City, and the access management entity designated by the Issuing Authority, in the form attached hereto as Schedule 4.9. Furthermore, Licensee shall assign its lease for the municipal location to the management entity.*

#### ***Section 4.10 - INTERNET ACCESS***

*In accordance with the Social Contract entered into by the Licensee and the FCC, the Licensee shall within one (1) year after offering on-line service for personal computers commercially available in the City, and upon request of the School Department, provide each school in the City with one (1) free connection to such on-line service. At a minimum, such*



*on-line service will provide access to the Internet. Each connected school will receive one (1) free cable modem at no cost, unlimited access to the on-line service during the school year.*

***Section 4.11 - PILOT EDUCATIONAL TECHNOLOGY PROJECT***

*Licensee shall develop a pilot project with the City's School Department in conjunction with Licensee's high speed data service. The pilot project will be developed and implemented by Licensee after consultation with appropriate School Department personnel. The pilot status will enable teachers, students and administrators to participate in the development of educational software for the high speed data services; including innovative digital, multimedia and interactive telecommunications applications. In connection with the pilot project, Licensee shall furnish approximately Fifty Thousand Dollars (\$50,000) in goods and services to the City, the valuation of which shall be at Licensee's sole determination, however, itemized and reported to the Issuing Authority. Licensee's costs associated with the pilot project shall not be subject to assessment on subscriber rates.*

**ARTICLE 5**  
**RATES AND PROGRAMMING**

***Section 5.1 - INITIAL RATES***

*(a) The initial rates for all programming, installation and equipment which are in effect as of January 1, 1997 are listed in Schedule 5.1 attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.*

*(b) The Issuing Authority recognizes under applicable federal and state law and regulations the Licensee may pass through certain franchise related costs to Revere subscribers.*

***Section 5.2 - RATE RE-REGULATION***

*The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law and regulations.*

***Section 5.3 - PROGRAMMING CATEGORIES***

*Licensee has offered and shall provide the following cable services:*

*(1) the broad categories of broadcast stations, satellite services and other cable services set forth in Schedule 5.2 attached hereto;*

*(2) all PEG Access channel(s) required by Section 4.4 herein.*

***Section 5.4 - PROGRAMMING TIERS***

*The initial programming and services offered by Licensee are listed in Schedule 5.4 attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.*

**Section 5.5 - LEASED ACCESS**

*Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.*

**Section 5.6 - STEREO TV TRANSMISSIONS**

*Provided that Licensee's headend is capable of receiving more of a television broadcaster's programming day in stereo, Licensee shall transmit this broadcast programming in stereo to its subscribers.*

**Section 5.7 - CHANNEL LINEUP**

*Licensee shall notify the Issuing Authority and the subscribers, in advance, each time its channel lineup changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. In the event the channel lineup is changed during the term of the License, Licensee shall provide each subscriber with an updated channel lineup.*

**Section 5.8 - REMOTE CONTROLS**

*Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by*

***Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter.***

***Section 5.9 - SENIOR CITIZEN DISCOUNT***

***Within six (6) months of the Effective Date of this Renewal License, Licensee shall offer a ten percent (10%) discount on the basic broadcast level of service to all head of household, age sixty-five (65) or older who are also Medicaid eligible at their permanent residence. In order to qualify for such discount affected seniors must present evidence of such eligibility to Licensee.***

## **ARTICLE 6**

### **SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### **Section 6.1 - CUSTOMER SERVICE**

*The Licensee shall maintain a payment and equipment exchange center at a convenient location in the City. Said center shall be open for walk-in business during normal business hours, which may be changed from time to time to reflect the needs of the community.*

#### **Section 6.2 - TELEPHONE ACCESS**

*(a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 AM to 5:00 PM Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls.*

*(b) Licensee shall provide a telephone answering service during other times which shall be informed how to respond in case of emergencies requiring standby technicians. Such answering service shall be also instructed to call upon Licensee's standby personnel when it is evident that the complaints received are indicative of a problem effecting a large number of subscribers.*

#### **Section 6.3 - INSTALLATIONS, OUTAGES AND SERVICE CALLS**

*Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended. See Schedule 6.3 attached hereto.*

#### **Section 6.4 - INSTALLATION**

*(a) Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 AM. to 5:00 PM weekdays).*

*(b) Licensee shall be responsible for picking up and changing converters at subscriber's request at no additional charge where such converter changeout is initiated by Licensee to provide additional channels that have become available as a result of Licensee's expansion of channel capacity. In order to improve service, Licensee reserves the right to offer subscribers the option of bringing converters in to a Licensee office for drop-off or exchange themselves.*

#### ***Section 6.5 - MINIMUM SUBSCRIBER INFORMATION***

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

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

*(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.*

*(c) Written information concerning the utilization of video cassette recorders (VCRs) with cable services(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.*

*(d) Written information concerning the availability of special equipment such as VCR kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et seq. See Schedule 6.5 attached hereto.*



*(e) Written information concerning privacy policies, pursuant to federal and state law and regulations.*

*(f) Written information concerning steps to take in the event of loss of service.*

#### ***Section 6.6 - PARENTAL CONTROL***

*(a) Upon request, and at no separate, additional charge, the Licensee shall provide subscribers with 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.*

#### ***Section 6.7 - BILLING AND TERMINATION PROCEDURES***

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

#### ***Section 6.8 - VOLUNTARY DISCONNECTION OF SERVICE***

*Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of*

*his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.*

#### ***Section 6.9 - BILLING DISPUTES***

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

#### ***Section 6.10 - PROTECTION OF SUBSCRIBER PRIVACY***

*(a) Licensee shall respect the rights of privacy of every subscriber and/or user of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.*

*(b) Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.*

*(c) Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.*

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

**Section 6.11 - PRIVACY WRITTEN NOTICE**

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

**Section 6.12 - DISTRIBUTION OF SUBSCRIBER INFORMATION**

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

**Section 6.13 - POLLING BY CABLE**

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

**Section 6.14 - INFORMATION WITH RESPECT TO VIEWING HABITS AND**

***SUBSCRIPTION DECISIONS***

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

***Section 6.15 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION***

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

*(b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.*

*(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to Licensee's General Manager.*

***Section 6.16 - MONITORING***

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



***Section 6.17 - EMPLOYEE IDENTIFICATION CARDS***

*All of Licensee's employees, including repair and sales personnel, entering private property must have visible employee photo-identification card.*

***Section 6.18 - TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS***

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

***Section 6.19 - NONDISCRIMINATION***

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

***Section 6.20 - MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIALS***

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

## ARTICLE 7

### LICENSE ADMINISTRATION

#### Section 7.1 - REGULATORY AUTHORITY

*The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of noncompliance and may direct that such non compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.*

#### Section 7.2 - INDEMNIFICATION

*(a) The Licensee shall indemnify and hold the City and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to the License or exercise of any of its rights under this License. Upon receipt of notice in writing from the City, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.*

*(b) In order for the City to assert its rights to be indemnified, defended, or held harmless, the City must:*

- (1) promptly notify Licensee of any claim or legal proceeding which gives rise to such right;*



- (2) the City shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the City, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee; and*
- (3) the City shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.*

### ***Section 7.3 - INSURANCE***

- (a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, §5(f) with the Town as a named insured with an insurance company satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) 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. Policies will contain a provision that the Issuing Authority will receive thirty (30) days written notice prior to any cancellation.*
- (b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000).*

*(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee.*

**Section 7.4 - PERFORMANCE BOND**

*(a) The Licensee has submitted and shall maintain throughout the duration of the Renewal License and any removal period pursuant to M.G.L.c. 166A, §5(f) a 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 M.G.L.c. 166A §5(a), (m) and (n);*
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A §5(g);*
- (3) the indemnity of the Town in accordance with M.G.L.c. 166A §5(b);*  
*and*
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A §5(f).*

*(b) During the period of rebuild construction this bond shall be in the amount of One Hundred Thousand Dollars (\$100,000).*

*(c) Upon completion of rebuild construction and following a reasonable period of satisfactory operation as determined by the Issuing Authority and the Licensee the amount of the bond shall be reduced to Twenty-five Thousand Dollars (\$25,000) upon a written request by the Licensee.*

**Section 7.5 - LETTER OF CREDIT**

*(a) Upon a reasonable determination by the Issuing Authority that a material breach of this License has occurred, the Issuing Authority may require the Licensee to maintain, upon thirty (30) days notice from the Issuing Authority, at its own expense, an irrevocable*

*documentary letter of credit from a financial institution in the amount of Ten Thousand Dollars (\$10,000). The form and content of such letter of credit shall be approved by the Issuing Authority, which approval shall not be unreasonably withheld. The letter of credit shall be used to insure the faithful performance by the Licensee of all material provisions of this License, and compliance with all material orders, permits and direction of any office of the City having jurisdiction over the Licensee's acts or defaults under this License, and the payment by the Licensee of any claim, liens, fees or taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System.*

*(b) Withdrawals notwithstanding, the letter of credit shall be maintained during the term of this License in the amount of Ten Thousand Dollars (\$10,000), (i.e., even if amounts have been withdrawn pursuant to subsection (a) or (c) of this Section).*

*(c) Once the letter of credit is established, if the Licensee after thirty (30) days written notice fails to pay to the Issuing Authority any fees, taxes or penalties due and unpaid, or fails to repay the Issuing Authority within thirty (30) days of its written demand for any damages, costs or expenses that the Issuing Authority is compelled to pay by reason of any default of the Licensee in connection with this License; or, fails, after thirty (30) days written notice of such failure by the Issuing Authority, or such longer period as is reasonably necessary as determined by the Issuing Authority, to comply with any material provision of this License or to effect a cure, the Issuing Authority may, in its discretion, withdraw funds from the letter of credit equal to damages created thereby as determined by the Issuing Authority upon the following conditions:*

*(1) The Issuing Authority must indicate in the correspondence by which it initially notifies the Licensee of the default for which damages are sought that failure to cure the act or omission within thirty (30) days, or such longer period as is reasonably required, may result in a withdrawal from the letter of credit. In this*

*correspondence, the Issuing Authority shall also indicate the basis upon which it believes the Licensee is in default.*

- (2) Upon the expiration of said thirty (30) day period, the Issuing Authority must provide written notice to the Licensee of the amount to be withdrawn and specify the reasons such amount is due. Such notice shall also provide that at Licensee's request, a public hearing on the matter will be held by the Issuing Authority prior to the withdrawal of any assessment of damages. At such hearing the Licensee may present testimony or evidence as to why damages should not be assessed. After the conclusion said hearing, the Issuing Authority shall issue a public statement as to its decision to assess or not to assess damages. The Issuing Authority may assess damages of up to Three Hundred Dollars (\$300) per day for failure to construct the Subscriber Network pursuant to the schedule set forth in Section 3.1 herein. A request by the Licensee for a public hearing on whether damages should be assessed shall stay the Issuing Authority's right to withdraw from the letter of credit.*

*(d) Any decision of the Issuing Authority to assess damages under the letter of credit may be appealed to any court of competent jurisdiction. Any such appeal of the Issuing Authority's decision shall not result in a mandatory stay of the Issuing Authority's right to withdraw from the letter of credit, unless ordered by the court.*

*(e) The rights reserved to the Issuing Authority with respect to the letter of credit are in addition to all other rights of the Issuing Authority, whether reserved by this License or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other right the Issuing Authority may have.*

#### **Section 7.6 - SERVICE INTERRUPTIONS**

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

### ***Section 7.7 - PERFORMANCE EVALUATION SESSIONS***

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

### ***Section 7.8 - LICENSE FEE ENTITLEMENT***

*(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each year. The Issuing Authority may elect to have the Licensee prepay up to Fifteen Thousand Dollars (\$15,000) of the License fee described*

*herein, to the Issuing Authority or its designee, in accordance with the provisions of the Cable Act, including but not limited to, the time value of said prepayment.*

*(b) Should Massachusetts law be changed to permit the City and/or the Commonwealth to collect a greater license fee than provided above the Issuing Authority may collect an additional license fee after forty-five (45) days notice to Licensee of its intent to do so; provided that Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law including but not limited to state and federal license fees and franchise fees, and PEG Access payments made pursuant to this License which are in excess of five percent (5%) of the Licensee's Gross Annual Revenue.*

#### **Section 7.9 - NOTICE OF COMPLAINT PROCEDURE**

*Licensee shall periodically, and at various times of the day, present its business office and address and publicly listed telephone number by means of alphanumeric display on its composite Public Access/community programming channel. Said notice shall inform subscribers of the procedures required to request service or register a complaint.*

#### **Section 7.10 - SUBSCRIBER AND USER COMPLAINTS**

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



***Section 7.11 - SUBSCRIBER COMPLAINT REPORT***

*To the extent required by M.G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Licensee shall provide monthly reports of the same information upon the request of the Issuing Authority. Should the Commission eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.*

***Section 7.12 - INDIVIDUAL COMPLAINT REPORTS***

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

***Section 7.13 - INITIAL PERFORMANCE TESTS***

*Initial proof of performance testing shall occur within sixty (60) days after the completion of the system upgrade. Upon any relocation of Licensee's community television studio, Licensee shall also perform a proof of performance test with respect to the signal quality of transmissions from said studio, once such relocation has been completed. Should performance in either case prove defective, the defect shall be appropriately corrected and another proof of performance test shall be scheduled in a timely period. The costs of such tests shall be borne solely by Licensee.*

***Section 7.14 - QUALITY OF SERVICE***

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

*The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the City and Licensee, who is not an employee or agent of the Licensee of the City. Licensee shall pay for the costs of said engineer only if the tests performed show that Licensee is not in compliance with the standards set forth in Section 3.18 herein.*

#### ***Section 7.15 - SERVICE INTERRUPTION REPORT***

*Licensee shall submit, on a form prescribed by the Commission, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.11 herein.*

#### ***Section 7.16 - FINANCIAL REPORTS***

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

*annually provide the financial information requested in a format reasonably approved the Issuing Authority.*

***Section 7.17- NON-EXCLUSIVITY OF REMEDY***

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

***Section 7.18- REVOCATION OF RENEWAL LICENSE***

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

***Section 7.19 - INCORPORATION BY REFERENCE***

*(a) All presently and hereafter applicable conditions and requirements of federal and state law and regulations, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Commission, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.*

*(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.*

**ARTICLE 8**  
**GENERAL PROVISIONS**

***Section 8.1 - LICENSE AS CONTRACT UNDER SEAL***

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

***Section 8.2 - ENTIRE AGREEMENT***

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

***Section 8.3 - CAPTIONS***

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

***Section 8.4 - SEVERABILITY***

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

**Section 8.5 - FORCE MAJEURE**

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

**Section 8.6 - NOTICES**

*Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Mayor, City of Revere, 281 Broadway, Revere, MA 02151 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government & Public Affairs, Continental Cablevision, 330 Billerica Road, Chelmsford, MA 01824 with a copy to Attn: Corporate Counsel, Continental Cablevision, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.*



**Section 8.7 - REMOVAL OF ANTENNAS**

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

**Section 8.8 - SUBSCRIBER TELEVISION SETS**

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

**Section 8.9 - COST OF PUBLICATION**

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

**Section 8.10 - JURISDICTION**

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



**WITNESS OUR HANDS AND OFFICIAL SEALS, THIS \_\_\_\_\_ DAY OF**  
**\_\_\_\_\_, 19\_\_\_\_.**

**CITY OF REVERE**

**By:**

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**Robert J. Haas, Jr.**  
**Mayor**

***This License is hereby Accepted by:***  
**CONTINENTAL CABLEVISION OF**  
**MASSACHUSETTS, INC.**

---

**Russell H. Stephens**  
**Senior Vice President**  
**Northeast Region**

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***SCHEDULE 3.4***

***I-NET DROPS***

***City Hall by City Council Chamber Room***

***Revere High School in School Committee Chamber Room***

***St. Anthony's Church 3<sup>rd</sup> Floor Side Room on Revere Street***

***In Front of St. Anthony's Church on Revere Street***

***Moose Hall on Broadway.***

***Revere Boy's Club on Donnelly Square Beachmont***

***Revere League for the Retarded Building on 200 Winthrop Avenue***

***V.F.W. Beachmont on Bennington Street***

***American Legion Hall on Broadway***

***Knights of Columbus Hall on Winthrop Avenue***

***All public schools***

***SCHEDULE 3.5***

***OUTLINE OF HIGH SPEED DATA SERVICES***

## ***SCHEDULE 4.1***

### ***PROPOSED COMMUNITY PROGRAMMING EQUIPMENT***

***STUDIO/CONTROL ROOM***

<b><i>Qty.</i></b>	<b><i>Mfg.</i></b>	<b><i>Model</i></b>	<b><i>Description</i></b>
3	Bogen	3069	Tripods Systems
1	Clearcom	PK-5	Power Supply
4	Clearcom		Y-Adapters
6	Clearcom	SMQ-1	Intercom Headsets
2	Panasonic	CT-2084VY	Video Monitor/Receiver
1	Echolab	MVS-5	Video Prod. Switcher
1	Sigma	CSG-445	Color Bar/Sync Gen.
1	Videotek	TVM-621	Waveform/Vect.
1	JVC	RM-G860	A/B Roll Edit System
1	JVC	BR-S622DX	S-VHS Source VTR
1	JVC	BR-S525DX	S-VHS V-Speed VTR
1	JVC	BR-S822DX	S-VHS Edit Recorder
3	FEC	RKS-822U	Rack Mount Kits
1	Aiga	4000	C.G. with Toaster S.E.
2	Crown	D-75	Audio Amplifier
2	JBL	Control-1	Speakers
2	Panasonic	BTS-901	Video Monitors
1	FEC	RBT-901	Rack Mount Kit
2	Sony	PVM-1354Q	Video Monitors
2	FEC	RK-PM1441	Rack Mount Kit
1	Panasonic	RS-BX501	Audio Cassette Deck
1	Panasonic		C.D. Player
2	Bittree		Patch Bay w/ accy.
6	Sony	ECM-44B	Microphones
1	Genter	SOH-3A	Telephone Interface
4	Mole/Rich.	Tweeny	Spotlights
1	Videssence Lighting System w/ accessories		
	Includes: 5 - VCC110N1 Lights and Power Cord w/ hardware		
1	Magicbox	Alphagen Plus	Bulletin Board Gen.

<i>1</i>	<i>Leightronix</i>	<i>PRO-8</i>	<i>Event Controller/SWR</i>
<i>6</i>	<i>Leightronix</i>		<i>Interface Kits</i>

<i>Qty.</i>	<i>Mfg.</i>	<i>Model</i>	<i>Description</i>
<i>6</i>	<i>JVC</i>	<i>BR-S378U</i>	<i>S-VHS Playback Decks</i>
<i>6</i>	<i>FEC</i>	<i>RKSP-7350</i>	<i>Rack Mount Kits</i>
<i>2</i>	<i>Leightronix</i>	<i>PRSY</i>	<i>Interface Kits</i>
<i>2</i>	<i>FEC</i>	<i>RKS-S59</i>	<i>Rack Mount Kits</i>
<i>1</i>	<i>IBM</i>	<i>486</i>	<i>Interface Computer</i>
<i>1</i>	<i>Videotek</i>	<i>RS-10A</i>	<i>10/1 Routing SWR</i>
<i>1</i>	<i>DBX</i>	<i>DBX-160</i>	<i>Compressor/Limiter</i>
<i>1</i>	<i>Panasonic</i>	<i>CT-1385VY</i>	<i>Video Monitor/Receiver</i>
<i>1</i>	<i>FEC</i>	<i>RCT-1383</i>	<i>Rack Mount Kit</i>
<i>2</i>	<i>Sigma</i>	<i>VDA-100</i>	<i>Video Distribution Amps</i>
<i>1</i>	<i>Sigma</i>	<i>ADA-100</i>	<i>Video Distribution Amp</i>

***POST PRODUCTION EQUIPMENT***

<i>Qty.</i>	<i>Mfg.</i>	<i>Model</i>	<i>Description</i>
<i>2</i>	<i>JVC</i>	<i>VES-58</i>	<i>Editing System w/ decks</i>
<i>4</i>	<i>Sony</i>	<i>PVM-1380</i>	<i>Video Monitors</i>
<i>2</i>	<i>Mackie</i>	<i>1202VLZ</i>	<i>Audio Mixer</i>
<i>2</i>	<i>Panasonic</i>		<i>C.D. Player</i>
<i>2</i>	<i>Panasonic</i>	<i>RS-BX501</i>	<i>Audio Cassette Deck</i>
<i>2</i>	<i>Winstead</i>	<i>E4728</i>	<i>Editing Console</i>

***ENG EQUIPMENT***

<i>Qty.</i>	<i>Mfg.</i>	<i>Model</i>	<i>Description</i>
<i>4</i>	<i>Panasonic</i>	<i>AG-456</i>	<i>S-VHS Camcorders</i>
<i>4</i>	<i>Bogen</i>	<i>3116</i>	<i>Tripods</i>
<i>5</i>	<i>Portabrace</i>	<i>PC-2</i>	<i>Production Cases</i>
<i>2</i>	<i>JVC</i>	<i>TM-550U</i>	<i>Portable Video Monitors</i>
<i>2</i>	<i>Senn.</i>	<i>K6/ME66</i>	<i>Microphones</i>
<i>1</i>	<i>E/V</i>	<i>RE-10</i>	<i>Microphone</i>
<i>4</i>	<i>E/V</i>	<i>635A</i>	<i>Microphones</i>

<b>3</b>	<b><i>Lowel</i></b>	<b><i>VP-96</i></b>	<b><i>Portable Light Kits</i></b>
<b>2</b>	<b><i>Anton</i></b>	<b><i>Ultralite</i></b>	<b><i>Portable Light Kits</i></b>
<b>4</b>	<b><i>Portabrace</i></b>	<b><i>AG455/456</i></b>	<b><i>Raincovers</i></b>
<b>3</b>	<b><i>Azden</i></b>	<b><i>Trans/Rec.</i></b>	<b><i>Wireless Mic Units</i></b>

**VEHICLE**

<i>Qty.</i>	<i>Mfg.</i>	<i>Model</i>	<i>Description</i>
<i>1</i>			<i>Van</i>

**CITY HALL**

<i>Qty.</i>	<i>Mfg.</i>	<i>Model</i>	<i>Description</i>
<i>3</i>	<i>Panasonic</i>	<i>WV-CS404</i>	<i>All-in-one Camera</i>
<i>3</i>	<i>Panasonic</i>	<i>WV-CU101</i>	<i>Camera Controller</i>
<i>3</i>	<i>Panasonic</i>	<i>PWM-5</i>	<i>Wall Mount</i>
<i>3</i>	<i>EVS</i>	<i>24VAC</i>	<i>Power Supply</i>
<i>3</i>	<i>Hotronics</i>	<i>AR31</i>	<i>Mini TDC for GenLoc</i>
<i>1</i>	<i>Hotronics</i>	<i>Remote</i>	<i>TBC Remote Controller</i>
<i>1</i>	<i>Panasonic</i>	<i>WV-BM503</i>	<i>Triple B&amp;W Monitor</i>
<i>2</i>	<i>JVC</i>	<i>TM-A9u</i>	<i>9' Monitors</i>
<i>1</i>	<i>FEC</i>	<i>RK9um9</i>	<i>Dual Rackmount</i>
<i>1</i>	<i>ForA</i>	<i>VTW-100</i>	<i>Video Typewriter</i>
<i>1</i>	<i>Binder&amp;Tng</i>	<i>AD-1</i>	<i>Agile Demond w/ option 17 (T channels)</i>
<i>1</i>	<i>Binder&amp;Tng</i>	<i>AM60-450</i>	<i>Agile Mod w/ option 4 (T channels)</i>

**SCHOOL COMMITTEE**

<i>Qty.</i>	<i>Mfg.</i>	<i>Model</i>	<i>Description</i>
<i>3</i>	<i>Panasonic</i>	<i>WV-CS404</i>	<i>All-in-one Camera</i>
<i>3</i>	<i>Panasonic</i>	<i>WV-CU101</i>	<i>Camera Controller</i>
<i>3</i>	<i>Panasonic</i>	<i>PWM-5</i>	<i>Wall Mount</i>
<i>3</i>	<i>EVS</i>	<i>24VAC</i>	<i>Power Supply</i>
<i>1</i>	<i>Videonics</i>	<i>MX-1</i>	<i>Digital Video Mixer</i>
<i>1</i>	<i>Panasonic</i>	<i>WV-BM503</i>	<i>Triple B&amp;W Monitor</i>
<i>2</i>	<i>JVC</i>	<i>TM-A9u</i>	<i>9' Monitors</i>
<i>1</i>	<i>FEC</i>	<i>RK9um9</i>	<i>Dual Rackmount</i>
<i>1</i>	<i>Panasonic</i>	<i>CT-1384VY</i>	<i>13" Monitor/Receiver</i>
<i>1</i>	<i>Binder&amp;Tng</i>	<i>AD-1</i>	<i>Agile Demond w/ option 17 (T channels)</i>
<i>1</i>	<i>Binder&amp;Tng</i>	<i>AM60-450</i>	<i>Agile Mod w/ option 4 (T channels)</i>
<i>1</i>	<i>Stantron</i>	<i>XR1907825</i>	<i>78" Rack</i>



***2            Stantron            XD19078            Steel Doors***

***SCHEDULE 4.9***

***DRAFT***

***PUBLIC ACCESS AGREEMENT***

***AGREEMENT BETWEEN***

***PUBLIC ACCESS MANAGEMENT ENTITY (to be named)***

***CONTINENTAL CABLEVISION OF MASSACHUSETTS, INC. ("LICENSEE")***

***AND***

***CITY OF REVERE, MASSACHUSETTS***

## **ARTICLE 1 DEFINITIONS**

### ***Section 1.1 - Definitions***

*For the purpose of this Agreement the following words, terms, phrases and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.*

**Access Manager:** *The entity designated by the Issuing Authority to operate public access in the City of Revere.*

**Access Programming:** *Programs on the public access channels. It must be noncommercial within the standard for underwriting applicable to the Public Broadcasting Service ("PBS") or the standards necessary to maintain its tax exempt status within the applicable regulations of the Internal Revenue Service and excludes political campaigning.*

**Cable Advisory Committee:** *The Cable Advisory Committee as designated and authorized by the Issuing Authority, if any, to be responsible for cable television regulation and municipal uses of cable television in the City of Revere.*

**Cable Television Renewal License:** *The agreement effective on December 28, 1996 between the City of Revere and Continental Cablevision of Massachusetts, Inc. ("Continental"), authorizing Continental to construct, own, operate and maintain a cable television system in the City of Revere.*

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

**Commercial Program:** *Programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.*

**Downstream Channel:** *A channel over which signals travel from the system headend to an authorized location within the system.*

**Institutional Network ("I-Net"):** *The network described in Section 3.4 of the Cable Television Renewal License.*

**Issuing Authority:** *The Mayor of the City of Revere executing this Agreement, as it is a part of the Cable Television Renewal License, incorporated herein.*

**Licensee:** *Continental Cablevision of Massachusetts, Inc., or its authorized transferee.*

**Political Campaigning:** *Programs which, in whole or in part, promote political candidates during their election campaigns. It shall not include programs which in whole or in part, provide equal opportunities for all political candidates campaigning for a particular office, nor shall it include bona fide newscasts interviews, news documentaries, or on-the-spot coverage of news documentaries.*

**Public Access:** *Channel space and time as well as production and post-production equipment, facilities and training available free of charge to any person living in Revere or working for an organization in Revere, on a first-come, first-served, nondiscriminatory basis.*

**Public Access Facility:** *The location from which the Access Manager may operate the public access function.*

**Public Institution:** *Any government institution or other not-for-profit institution organized and located in the City of Revere.*

**Subscriber Network:** *The network described in Section 3.1 of the Cable Television Renewal License.*

**Upstream Channel:** *A channel over which signals travel from an authorized location to the cable system headend.*

## **ARTICLE 2 OBLIGATIONS OF LICENSEE**

### ***Section 2.1 - ANNUAL OPERATING FUNDS: SCHEDULE OF PAYMENTS***

***Licensee shall provide the Access Manager with annual operating grants according to the following schedule:***

***On April 1 of each year of this Agreement, an amount equal to two percent (2%) of Licensee's prior fiscal year's gross annual revenues.***

***These annual funds shall be used by the Access Manager for salaries, operating and other expenses connected with public access programming and operations. The annual support payments for public, educational and government access and Licensee's fees paid to the City shall be considered a part of Licensee's total franchise fee. In no event shall the franchise fees paid exceed five percent (5%) of gross annual revenues or the applicable federal limit.***

### ***Section 2.2 - PUBLIC ACCESS FACILITY: ORIGINATION CAPABILITY***

***(a) Licensee shall provide origination capability to the Public Access Facility such that programs may be transmitted upstream to the headend and then downstream on the access channels on the Subscriber Network.***

***(b) Licensee shall also maintain headend switching equipment which will process upstream signals from the Public Access Facility and place such signals on the I-Net. Licensee shall not be responsible for the quality of the upstream signal as originated.***

### ***Section 2.3 - SYSTEM DESIGN***

***Licensee shall maintain headend switching equipment to process the upstream signals from the Public Access Facility and to place such signals on the designated access cable channels. Other than this automatic switching, Licensee shall not have further switching obligations. The Access Manager will, however, be responsible for scheduling and transmitting public access programming on these channels. Licensee shall not be responsible for the quality of the upstream channel prior to origination.***

### ***Section 2.4 - SYSTEM MAINTENANCE OF CHANNELS***

*Licensee shall monitor the downstream public and government 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; provided, however, that this Section shall not require Licensee to guarantee the technical quality of access users' productions.*

***Section 2.5 - PUBLIC ACCESS CHANNEL(S)***

***Licensee shall provide one (1) dedicated channel to the Access Manager for use on the Subscriber Network. If such channel, over a period of one (1) year, is programmed with locally produced, non-duplicative, non-alpha numeric video programming, ninety percent (90%) of the time between the hours of 10:00 AM to 10:00 PM on weekdays, and 9:00 AM to 5:00 PM on Saturdays, then Licensee shall provide an additional channel on the Subscriber Network to the Access Manager.***

***Section 2.6 - ACCESS INFORMATION FOR SUBSCRIBERS***

***Licensee shall insert in its monthly billing statements to Revere subscribers (1) one page of promotional public access announcements at least one (1) time per year, at a time to be determined by Licensee providing that the announcements are delivered to Licensee by the Access Manager on a timely basis. This material shall be prepared and printed by the Access Manager at its own expense; and Access Manager shall bear full responsibility and liability for the contents of said announcements. Any additional postage which may be required to mail said billing statements as a result of the insert, shall be the sole financial responsibility of the Access Manager.***

***Section 2.7 - EQUIPMENT***

***Upon incorporation of the Access Manager, title to the equipment listed in Schedule 4.1 of the Cable Television Renewal License shall vest in the Access Manager.***

### **ARTICLE 3**

#### **OBLIGATIONS OF THE ACCESS MANAGER**

##### ***Section 3.1 - PUBLIC ACCESS USE: OPERATING RULES AND PROCEDURES***

*The Access Manager shall be solely responsible for the management and operation of public access and public access programming on the cable system in the City of Revere, including training, quality of originated signals, scheduling the public access channels and managing the access facilities, equipment, acquisition and maintenance in the Public Access Facility. The Access Manager shall, within six (6) months following the execution of this Agreement, promulgate a set of access operating rules and procedures which ensure that training, equipment, facilities and access channel time be available to residents of or any organizations serving the City of Revere. These rules shall ensure the right to use designated channels, facilities and equipment on a nondiscriminatory, first-come, first-served basis subject to the terms of this Agreement and subject also to Access Manager's goal of establishing regularity in programming. The Access Manager shall furnish a copy of such rules to the Licensee within thirty (30) days of their adoption and shall provide Licensee with amendments to such rules throughout the term of this Agreement.*

##### ***Section 3.2 - EMPLOYMENT MATTERS***

*The Access Manager agrees to give hiring preference to the Licensee's local programming employees provided said employees are qualified in all other respects.*

##### ***Section 3.3 - PROGRAMMING***

*(a) Editorial discretion and the content of programming and the liability therefor placed on the access channels operated by the Access Manager shall solely reside in and be the sole responsibility of the Access Manager.*

*(b) The Access Manager shall not sell to a third party any proprietary interest that the Access Manager may have in any programming without first offering Licensee the exclusive right to purchase such interest by matching the best good-faith offer tendered in writing by the third party.*

*(c) All liability, license and copyright fees associated with the programming produced by the Access Manager or placed on the access channel shall be the sole responsibility of the Access Manager.*



### ***Section 3.4 - COVERAGE OF LOCAL MEETINGS; LOCAL NEWS***

***The Access Manager shall be solely responsible for providing "live" coverage of regularly scheduled City Council meetings and School Committee meetings. Upon reasonable notice from the Issuing Authority, the Access Manager shall also provide coverage of special meetings of the City Council and School Committee meetings to the extent that such coverage will not present an unreasonable burden to the Access Manager. The Access Manager shall also develop programming which covers news and events of local interest to Revere subscribers.***

### ***Section 3.5 - LOGS***

***The Access Manager shall keep a log of all access programming transmitted on the public access channels and the names and addresses of all access producers. The logs will be available for public inspection and retained for no less than two (2) years.***

### ***Section 3.6 - INDEMNIFICATION***

***The Access Manager shall indemnify and hold harmless the Licensee and shall, in its rules for public access, require every access user to indemnify both Licensee and the Access Manager and hold each of them harmless against any claims arising out of any program or program material produced and/or cablecast, including but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws, license fees and unauthorized use of copyrighted material.***

### ***Section 3.8 - INSURANCE***

***(a) The Access Manager shall carry insurance indemnifying Licensee, the City of Revere and itself from and against any and all claims and liability for injury or damage to persons or property due to risk or peril caused by the use of access equipment or facilities managed by the Access Manager, and shall name both Licensee and the City of Revere as additional insureds. Such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) for bodily injury or death to any one person or property damage resulting from any one occurrence. The Access Manager shall insure all public access equipment for theft, loss and damage.***

***(b) The insurance policy required under subsection (a) above shall contain the following endorsement: It is hereby understood and agreed that this policy shall not be canceled or materially changed until thirty (30) days after receipt by the City and the Licensee, by certified mail, of one (1) copy of a written notice such intent.***



***Section 3.8 - INSTITUTIONAL NETWORK ("I-NET") ACCESS USERS***

***I-Net users who wish to originate access programming from one (1) or more of the drop points on the I-Net shall contact the Access Manager regarding the use of the public access channels. Such I-Net users shall be solely responsible for the quality and content of the originated signals. The Access Manager shall be responsible for scheduling channel time for this purpose free of charge and shall make any necessary arrangements with Licensee concerning such scheduling.***

***Section 3.9 - INFORMATIONAL AND ANNUAL REPORTS***

***The Access Manager shall provide an annual report of its finances and operations to its members, the Revere Cable Advisory Committee, the Issuing Authority and Licensee by April 15 for the previous calendar year. At any time during the term of this Agreement, upon the reasonable request of the City or the Licensee, the Access Manager shall provide such further information as may be reasonably requested to document the expenditure of funds in the performance of the Access Manager pursuant to this Agreement. The Access Manager shall, at the discretion of the Issuing Authority, participate in performance evaluation sessions concerning its compliance with the terms and conditions of this Agreement.***

***Section 3.10 - MAINTENANCE OF EQUIPMENT***

***The Access Manager shall maintain its equipment to insure the reasonable technical quality of its origination signals.***

**ARTICLE 4**  
**CITY OF REVERE**

***Section 4.1 - DESIGNATION OF ACCESS MANAGER UNDER THE LICENSE***

***The City of Revere, through its Issuing Authority, shall maintain the designation of the Access Manager throughout the term of the Cable Television Renewal License. Should the Access Manager substantially breach its obligation under the material terms of this Agreement, then, after notice and an opportunity to cure, the Issuing Authority and the Licensee, shall have the right to agree upon a new organization to receive the designation as Access Manager. In no event shall Licensee be designated as the Access Manager, nor shall it have the responsibility to provide public access services during any period in which a replacement Access Manager has not been designated by the Issuing Authority. Pursuant to M.G.L. Chapter 166A and applicable federal law, the Issuing Authority has entered into this Agreement (Schedule 4.9 of the Cable Television Renewal License) in its capacity of carrying out its cable licensing obligations and its participation in this Agreement is derived from and confined to such obligations.***

**ARTICLE 5  
TERMINATION**

***Section 5.1 - TERMINATION***

***This Agreement shall terminate on the earliest date of either the expiration of the current Cable Television Renewal License; or the adjudication of the bankruptcy of the Access Manager, or such time as the Access Manager if applicable, ceases to be a nonprofit corporation under the laws of the Commonwealth of Massachusetts; or at such time as Licensee and the City of Revere institute a license amendment removing the Access Manager's designation as having sole responsibility for public access under the License, pursuant to Article 4, Section 4.1 of this Agreement.***

***Section 5.2 - TERMINATION BY LICENSE AMENDMENT***

***Should this Agreement be terminated as a result of an amendatory action of the Cable Television Renewal License by Licensee and the City of Revere, all equipment acquired by Access Manager under this Agreement and then in the possession of the Access Manager, shall be deeded to either Licensee or a newly designated Access Manager, at the Issuing Authority's direction, within ninety (90) days of termination of this Agreement.***

**WITNESS OUR HANDS AND OUR SEALS this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.**

**CONTINENTAL CABLEVISION  
OF MASSACHUSETTS, INC.**

\_\_\_\_\_  
**Russell H. Stephens  
Senior Vice President**

**CITY OF REVERE  
By:**

\_\_\_\_\_  
**Mayor**

**PUBLIC ACCESS MANAGEMENT  
ENTITY (to be named)**

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***Access Manager***

## **SCHEDULE 5.1**

### **CURRENT SCHEDULE OF RATES & CHARGES**

#### **SCHEDULE OF EQUIPMENT & INSTALLATION/SERVICE CHARGES**

*Rates effective 9/1/96 in Revere. Rates and charges subject to FCC rate regulations.*

#### **INSTALLATION/SERVICE CHARGES**

<i>Initial home Installation <sup>1</sup></i>	<i>\$ 37.21</i>
<i>Activation of Prewired Service <sup>1</sup></i>	<i>\$ 29.77</i>
<i>Activation of Prewired Additional Outlet/Initial Home Installation</i>	<i>\$ 22.33</i>
<i>Activation of Prewired Additional Outlet/Separate Home Visit</i>	<i>\$ 29.77</i>
<i>Additional Outlet/Initial Home Installation</i>	<i>\$ 29.77</i>
<i>Additional Outlet/Separate Home Visit</i>	<i>\$ 37.21</i>
<i>Activation of Prewired Service to Apartment/Condominium Unit</i>	<i>\$ 22.33</i>
<i>VCR Connection/Initial Home Installation</i>	<i>\$ 14.88</i>
<i>VCR Connection/Separate Home Visit</i>	<i>\$ 22.33</i>
<i>Activation of Service to Overdue Accounts</i>	<i>\$ 15.00</i>
<i>Change of Service (Requiring Home Visit)</i>	<i>\$ 22.33</i>
<i>Change of Service (Not Requiring Home Visit)</i>	<i>\$ 1.99</i>
<i>Home Service Visit (per hour) <sup>2</sup></i>	<i>\$ 44.65</i>
<i>Non-Standard Initial Home Installation <sup>3</sup></i>	<i>\$ 37.21</i>
<i>Customized Home Installation (per hour)</i>	<i>\$ 44.65</i>
<i>Home Amplifier/Initial Home Installation <sup>4</sup></i>	<i>\$ 22.33</i>
<i>Home Amplifier/Separate Home Visit <sup>4</sup></i>	<i>\$ 52.24</i>

#### **MISCELLANEOUS CHARGES**

<i>Unreturned or Damaged Cable Box</i>	<i>(up to) \$250.00</i>
<i>Unreturned or Damaged Remote Control</i>	<i>(up to) \$ 25.00</i>
<i>A/B Switch Equipment Purchase</i>	<i>\$ 10.00</i>
<i>Home Amplifier Equipment Purchase</i>	<i>\$ 44.50</i>
<i>Returned Check Fee</i>	<i>\$ 18.00</i>
<i>Late Fee (on overdue account balance)</i>	<i>5%</i>

<sup>1</sup> Primary outlet only

<sup>2</sup> Service charge for problems not related to Company's equipment or cable signal

*(1/2 hour minimum).*

<sup>3</sup> *Additional charges for time and materials are added to the Initial Home Installation charge.  
Definition of non-standard Installation varies by service area.*

<sup>4</sup> *Separate equipment charge applies.*

*Rates do not include federal, state and local taxes and fees.*



## **SCHEDULE OF MONTHLY RATES & CHARGES**

*Rates effective 1/1/97 in Revere. Rates and charges subject to FCC rate regulations.*

**STANDARD SERVICE PACKAGE** **\$ 25.88**

*(includes Basic, Cable 1 and Cable 2)*

**With Medicaid Discount \*** **\$ 23.29**

*\* Available only to Medicaid eligible subscribers holding a current Mass Health Card. Restrictions apply.*

### **LEVELS OF SERVICE**

**Basic Broadcast** **\$ 6.56**

**Cable 1** **\$ 2.93**

**Cable 2** **\$ 16.39**

*(Note: Any combination of service levels requires the purchase of the Basic Broadcast Tier.)*

### **PREMIUM CHANNELS**

**HBO** **\$ 10.95**

**Showtime** **\$ 10.95**

**Cinemax** **\$ 9.95**

**The Movie Channel** **\$ 9.95**

**The Disney Channel** **\$ 10.95**

**NESN** **\$ 10.95**

**Pay-Per-View Movies** **Variable**

**Service Plus \*\*** **\$ 2.00**

*\*\* Charge for reception of premium service(s) on additional outlets.*

### **OTHER CHARGES**

**Cable Box** **\$ 2.09**

**Remote Control** **\$ .28**

**Service Protection Plan** **\$ .99**

***Rates do not include federal, state and local taxes and fees.***

***SCHEDULE 5.2***  
***PROGRAMMING CATEGORIES***

***Broadcast Stations***  
***Children's Programming***  
***Educational Programming***  
***Financial/Business***  
***Government/Public Affairs***  
***Movie Programming***  
***Music***  
***News/Weather***  
***Public Broadcasting***  
***Sports Programming***  
***Variety Programming***  
***Women's/Minority Programming***

## ***SCHEDULE 5.4***

### ***PROGRAMMING TIERS AND SERVICES***

*Effective 1/1/97*

*(Tiers and services are subject to change consistent with federal regulations.)*

#### ***BASIC:***

*Community Programming  
Revere High School  
WGBH-2 Boston  
WBZ-4 Boston  
WCVB-5 Boston  
WHDH-7 Boston  
WENH-11 Durham, NH  
WFXT-25 Boston  
WUNI-27 Worcester  
WSBK-38 Boston  
WGBX-44 Boston  
WNDS-50 Derry, NH  
WLVI-56 Boston  
WGOT-60 Merrimack, NH  
WMFP-62 Lawrence  
WHSB-66 Marlborough  
WABU-68 Boston*

#### ***CABLE 1:***

*TBS-17 Atlanta  
Court TV  
CNN Headline News  
fX  
Home & Garden TV  
TNT*

#### ***CABLE 2:***

*A&E  
American Movie Classics  
BCTV  
C-SPAN  
C-SPAN 2  
CNBC  
CNN  
CMT \*  
The Discovery Channel  
E! Entertainment TV  
ESPN  
ESPN 2  
EWTN  
The Family Channel  
FOX News \*  
Golf Channel \*  
The Home Channel  
The Learning Channel  
Lifetime Network  
MTV  
The Nashville Network  
New England Cable News  
Nickelodeon  
Pay-Per-View Information  
Prevue Guide  
QVC  
Speedvision  
SportsChannel  
Talking Information  
Tele-Italia*

#### ***NEW PRODUCT TIER:***

*Bravo \*  
Cartoon Network \*  
Classic Sports Network \*  
Comedy Central \*  
fX-Movies \*  
The History Channel \*  
Sci-Fi Channel \**

#### ***PREMIUM SERVICES:***

*HBO  
HBO 2 \*  
HBO 3 \*  
Showtime  
Cinemax  
The Movie Channel  
The Disney Channel  
NESN  
Starz! \*  
Encore \*  
Pay-Per-View 1  
Pay-Per-View 2  
Pay-Per-View 3*

*\* Proposed service after  
rebuild of the system is  
completed.*

***Trinity***  
***USA Network***  
***ValueVision***  
***VH-1***  
***The Weather Channel***

***SCHEDULE 6.3***

***FCC CUSTOMER SERVICE REGULATIONS***

***47 C.F.R. § 76.309 [c]***

***SCHEDULE 6.5***

***BILLING AND TERMINATION REGULATIONS***

***207 CMR 10.00 et seq.***