

**TOWN OF STONEHAM
COMMONWEALTH OF MASSACHUSETTS**

**Cable Television
Renewal License**

**Granted To
RCN Telecom Services of Massachusetts, LLC**

By The Stoneham Board of Selectmen

**Renewal Term
February 7, 2017 – February 6, 2027**

**TOWN OF STONEHAM, MASSACHUSETTS
CABLE TELEVISION RENEWAL LICENSE**

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AGREEMENT

This Cable Television Renewal License entered into by and between the Board of Selectmen of the Town of Stoneham, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and RCN Telecom Services of Massachusetts, LLC ("RCN" or the "Licensee").

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Stoneham, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Stoneham;

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

WHEREAS, the Issuing Authority and RCN engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree on terms and provisions for RCN's continued operations and maintenance of its Cable Television System in the Town of Stoneham; and

WHEREAS, the Issuing Authority has determined that RCN has the financial, legal, and technical ability to meet the future cable-related needs and interests of the community, including the provision of necessary services, facilities and equipment necessary, and desires to enter into this Renewal License with Licensee for the construction, maintenance, repair and continued operation of a Cable System and the provision of Cable Service on the terms and conditions set forth herein.

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

ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

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

(1) Access: The right or ability of any Stoneham resident and/or any Persons affiliated with a Stoneham institution to use designated public, education and government ("PEG") access facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use herein.

(2) Access Channel: A video channel which the Licensee owns and shall make available to the Town and its designee(s), without charge, for the purpose of transmitting non-commercial programming by members of the public, Town officials, boards, departments and agencies, public schools, educational, institutional and/or similar organizations.

(3) Access Provider: The entity or entities, designated by the Issuing Authority from time to time, for the purpose of operating and managing the public, educational and governmental access program and programming, including access funding, equipment and channel(s) on the Cable System.

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

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

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

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable, and any successor agency.

(9) Cable Service or Service: (A) The one-way transmission to subscribers of video programming or other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of

such video programming or other programming service. If during the term of this Renewal License, the definition of Cable Service (also referred to as Service) is modified under federal law, the parties hereto shall in good faith discuss an amendment to the definition of Cable Service so as to reflect the authority and consideration provided to the Issuing Authority hereunder.

(10) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Cable Act or (E) any facilities of any electric utility used solely for operating its electric utility systems. If during the term of this Renewal License, the definition of Cable Television System or Cable System is modified under federal law, the parties hereto shall in good faith discuss an amendment to the definition of Cable Television System and Cable System so as to reflect the authority and consideration provided to the Issuing Authority hereunder.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Downstream Channel: A channel over which signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

(14) Drop or Cable Drop: The cable or fiber that connects an Outlet to feeder cable of the Cable System.

(15) Educational Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's designee(s), including the Stoneham Public Schools and/or other educational institutions designee(s) to present non-commercial educational programming and information to the public.

(16) Effective Date of Renewal License (the "Effective Date"): February 7, 2017.

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

(18) Franchise Fee: Shall have the meaning as set forth in Section 622(g) of the Cable Act.

(19) Government Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial governmental programming and/or information to the public.

(20) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, accrued in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable System for the provision of Cable Service in the Town, including, without limitation: the revenues derived from the distribution of any Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; all revenues from Subscribers to or for the Licensee's streaming video services, provided that such revenues are Cable Service revenues; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues (including bulk account revenue); all Pay Cable, Premium Services and Pay-Per-View revenues; video-on-demand Cable Services revenue; fees paid for channels designated for commercial use; home-shopping revenues; converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. Revenues that are not directly attributable to specific Subscribers, including, but not limited to, advertising revenue, home shopping revenues and leased access payments, shall be allocated to the Cable System on a per Subscriber or other equitable basis measured in a consistent manner. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

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

(22) High Definition ("HD"): Being or relating to an often digital television system that has a minimum of twice as many scan lines per frame as a conventional system, a proportionally sharper image, and a wide-screen format.

(23) Issuing Authority: The Board of Selectmen of the Town of Stoneham, Massachusetts.

(24) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

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

(26) Licensee: RCN Telecom Services of Massachusetts, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(27) Normal Business Hours: Those hours during which most similar businesses in Stoneham are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(28) Origination Capability or Origination Locations: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a video Signal(s) upstream to a designated location.

(29) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

(30) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or group-of-channels basis.

(31) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(32) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(33) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(34) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(35) PEG Access User: A Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(36) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(37) Prime Rate: The prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the "Prime Rate" for purposes of this Renewal License.

(38) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designee(s) for use by, among others, Stoneham residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

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

for compatible uses. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(40) Renewal License: This Renewal License and any amendments or modifications in accordance with the terms herein.

(41) Scrambling/encoding: The electronic distortion of a signal(s) in order to render it unintelligible or unreceivable without the use of a converter or other decoding device issued by the Licensee.

(42) State: The Commonwealth of Massachusetts.

(43) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, Cable Service provided or distributed by the Licensee.

(44) Subscriber Network: The 750 MHz, bi-directional network, owned, operated and maintained by the Licensee, over which signals can be transmitted to Subscribers.

(45) Town: The Town of Stoneham, Massachusetts.

(46) Trunk and Distribution System: That portion of the Cable System for the delivery of signals, but not including Drops to Subscriber's residences.

(47) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

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

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Stoneham, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Stoneham.

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

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Stoneham within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Service in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Stoneham. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2 TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on February 7, 2017 and shall expire at midnight on February 6, 2027.

Section 2.3 NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Stoneham; or the right of the Issuing Authority to permit the use of the Public Ways and

places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

Section 2.4 POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town by-laws and regulations that are not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town, unless legally prevented from applying such standards in private ways. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Section 2.5 REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable System to a transferee approved by the Issuing Authority, pursuant to applicable law and Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition as soon as reasonably possible. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6 TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

(c) For purposes of this Section 2.6, the word “control” shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an “affiliated company” is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity. No prior consent shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in the License or Cable System in order to secure indebtedness.

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

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application or such extended time as may be agreed upon. After 120 days or such extended time period, the application shall be deemed approved.

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

Section 2.7 EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Section 11.1 below.

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

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

ARTICLE 3

CABLE SYSTEM DESIGN, LOCATION AND PLACEMENT

Section 3.1 SUBSCRIBER NETWORK

(a) The Licensee shall own, operate, maintain and make available to all residents of the Town a 750 MHz Subscriber Network.

(b) The Licensee shall activate and program a minimum of one hundred (110) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including public, educational and governmental Access channels.

(c) The Licensee shall transmit all of its signals to Stoneham Subscribers in stereo, provided that such signals are available and furnished to the Licensee in stereo.

(d) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications (47 CFR 76.605 - Technical Standards) attached hereto as **Exhibit 3.1** and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards, as amended.

Section 3.2 CABLE SERVICE TO RESIDENTIAL DWELLINGS/ STANDARD DROP

(a) The Licensee's Cable System shall be available to all residences and non-commercial buildings in the Town, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. The Licensee shall make its best efforts to obtain rights-of-way and Multiple Dwelling Unit ("MDU") access agreements in the Town in order to make Cable Services available to all residents.

(b) Any dwelling unit within four hundred feet (400') of the cable plant for an aerial drop, or one hundred feet (100') for an underground drop, shall be entitled to a standard installation rate. The Licensee may charge only its actual cost for time and materials in cases where (i) the Subscriber requests customized installation, or (ii) where any dwelling unit is in excess of four hundred feet (400') of the Licensee's Trunk, Feeder Line and Distribution System for an aerial Drop (installation), or in excess of one hundred feet (100') of the Licensee's Trunk, Feeder Line and Distribution System for an underground drop (installation).

Section 3.3 INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate, maintain and, as necessary, repair, at its sole cost and expense, a minimum four (4) single-mode fiber-optic (minimum of 2 pairs) Institutional Network ("I-

Net”) for the exclusive use of the Town and/or its designees. The following sites shall continue to be connected to the Licensee’s I-Net Hub at the Central Middle School (101 Central Street); the Stoneham High School (149 Franklin Street); Colonial Park School (30 Avalon Road); Robin Hood School (70 Oak Street/Magnolia Terrace); and South School (11 Summer Street/Main Street). The following sites (currently connected to the Central Middle School) shall, within six (6) months of the Effective Date of this Renewal License, be connected by the Licensee to an additional Licensee I-Net Hub at the Stoneham Police Station (47 Central Street) by means of a Licensee-provided fiber connection between the Licensee’s Headend (430 Main Street) and Police Station: Town Hall (35 Central Street); the Police Station (47 Central Street); Fire Station (25 Central Street); Department of Public Works (16 Pine Street); Stoneham Public Library (431 Main Street); Stoneham Unicorn Arena (101 Montvale Avenue); Unicorn Golf Course (460 William Street); Central Middle School (101 Central Street) and Stoneham Community Access (53 Central Street). The Licensee shall be responsible for the cross-connections at the respective I-Net Hubs at the Central Middle School and Police Station and such cross-connections shall have a minimum of four (4) point-to-point fibers brought from the respective sites listed in this Section 3.2(a) to the respective I-Net Hubs.

(b) The I-Net shall be capable of providing voice, video and data services between all sites and buildings specified in Section 3.2(a) above. The Licensee shall work with the Town in assessing the Town’s I-Net-related needs and shall provide reasonable professional consulting services to the Town in order to facilitate transmission capacity over the I-Net.

(c) The Licensee shall have the sole responsibility for maintaining the I-Net and associated equipment for the term of the Renewal License, including all necessary inspections and performance tests, except for equipment not directly under its control or ownership. More specifically:

(i) The I-Net shall be maintained at all times in both modes/directions to the same standards applicable to the operation and maintenance of the Cable System by the Licensee. The Licensee shall, upon the written request of the Issuing Authority or its designee document how its regular monitoring procedures serve to achieve that result.

(ii) The Issuing Authority will identify, and provide to the Licensee, the name, telephone number and e-mail address of the Town’s I-Net Administrator for purposes of this Renewal License. The I-Net Administrator may designate an Assistant I-Net Administrator.

(iii) The Licensee’s response to all I-Net outages or significant service degradation shall meet the same standards as its response to Subscriber Network outages, but in any case within two (2) hours of notification or when the Licensee knew of the outage or should have known of the outage, whichever is earlier.

(iv) For scheduled I-Net or other maintenance activities that may impact the I-Net, whether initiated at the Town’s request or by the Licensee, the Licensee shall provide a minimum of one week notice to the Town’s I-Net Administrator, unless otherwise agreed to by the I-Net Administrator. For non-scheduled I-Net or other maintenance activities likely to impact I-Net services, the Licensee shall notify the I-Net Administrator prior to the commencement of work if reasonably possible.

(d) In addition to the requirements set out in Section 3.3(c) above, in the event that there are technical problems with the I-Net, excluding any devices, hardware or software installed or owned by the Town, the Licensee shall resolve said technical problems. Should any problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution for such problem. The Issuing Authority shall have the right to request, and the Licensee shall have a performance test of the I-Net as soon as reasonably possible, should such problem persist.

(e) Beyond the I-Net locations set out in Section 3.2(a) above, upon the Issuing Authority's written request, the Licensee shall provide at Licensee's sole cost, an additional I-Net fiber connection and associated I-Net equipment, but not equipment which is not directly under its control or ownership, at newly constructed or acquired buildings of the Town.

(f) The I-Net shall be interconnected with the Subscriber Network at the Licensee's Headend, where such signals and PEG Access Programming shall be reprocessed onto the Subscriber Network. Said signal reprocessing shall be performed by the Licensee at no cost to the Town and/or its designee(s).

Section 3.4 EMERGENCY ALERT SYSTEM

The Licensee and its Cable System shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

Section 3.5 STANDBY POWER

The Licensee shall install and maintain throughout the term of the License, standby power at its Headend facility. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply. The Licensee shall equip the Subscriber Network trunk and distribution system with stand-by power supplies capable of at least two (2) hours of standby operations. 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 3.6 LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable System within the Town. Licensee-owned poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 3.7 UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 3.7(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 3.8 PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the System maps submitted to the Town in accordance with Section 4.10 below. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 3.9 PARENTAL CONTROL

The Licensee shall comply with all requirements of federal and State law(s) and regulations(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

Section 3.10 SYSTEM INTERCONNECTION

Upon written request of the Issuing Authority, the Licensee shall use reasonable efforts to interconnect its residential Cable System with 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 3.11 CHANGES IN TECHNOLOGY AND REGULATION

At the request of the Issuing Authority, the Licensee shall meet no more than once annually in order to discuss any developments in the deployment or adoption of technology and changes in federal, state or local regulation applicable to the terms and conditions of this Renewal License. Nothing in this Section 3.11 shall limit any rights that the Issuing Authority may have to conduct performance and other hearings and/or the Licensee's attendance obligation(s) at such hearings.

ARTICLE 4

CABLE SYSTEM MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1 TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all public shade trees and ornamental trees in and along the public way, whether on public or private property, in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules and regulations established by the Issuing Authority, the Town Administrator, the Tree Warden and the Department of Public Works during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. No cutting of trees on Town property shall occur except upon a permit in writing from the Town or designated person 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 use reasonable efforts to secure the permission of the private property owners prior to reasonable tree trimming.

Section 4.2 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.3 TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town at no cost to the Town, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable advance notice necessary to maintain continuity of service.

Section 4.4 DISCONNECTION AND RELOCATION

The Licensee shall, pursuant to applicable law(s), if any, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the

construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.5 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 4.6 REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 4.7 SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.8 PRIVATE PROPERTY

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

Section 4.9 RIGHT TO INSPECTION OF THE SYSTEM

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

representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

(b) The Licensee shall remove all of its system plant on poles when such plant or equipment is no longer utilized or operational immediately upon cessation of such operation. The Licensee shall cooperate fully with those utilities which own the poles utilized by the Licensee in the inspection and good maintenance of wires, cable and fiber, and with the Town when new poles are erected or removed including, without limitation, double poles.

(c) The Town's Inspector of Wires shall have the right to inspect all of the Licensee's system plant on poles and/or underground on an annual basis. The Licensee shall comply with any orders from said Inspector of Wires in a timely manner.

Section 4.10 SYSTEM MAPS

The Licensee shall file with the Issuing Authority or its designee "as-built" maps of the Cable System and the I-Net in both hard copy and electronic format, including strand information, however, the Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains. Thereafter, if changes are made to the cable system such that a map(s) is no longer accurate, the Licensee shall file with the Issuing Authority an updated "as-built map(s)", in both forms, with thirty (30) days of such change(s). All such maps, whether hard copy or electronic format shall be provided to the Town without any charge.

Section 4.11 SERVICE INTERRUPTION

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

Section 4.12---DIG SAFE

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 BASIC SERVICE

The Licensee shall make available a Basic Service to all Stoneham Subscribers pursuant to applicable federal statute or regulation. In the event that due to a change in law or regulation the Licensee is not required to provide a Basic Service tier, the Licensee agrees to keep the PEG Access Channels on its lowest cost tier of service, such that the PEG Access Channels may be viewed by the maximum number of Subscribers within the Town.

Section 5.2 PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 5.2**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, excluding PEG Access Programming, shall be at the sole discretion of the Licensee.

(b) Licensee shall comply with 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

Section 5.3 LEASED CHANNELS FOR COMMERCIAL USE

To the extent mandated by federal statute or regulation, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 CABLE COMPATIBILITY

The Licensee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

Section 5.5 CONTINUITY OF SERVICE

~~It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof, subject to any rights granted to Subscribers under applicable law or regulations. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt~~

service for the purpose of repairing, upgrading or testing the Cable System, only during periods of minimum use, and only after a minimum of forty-eight (48) hours' notice to affected Subscribers.

Section 5.6 DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS INCLUDING PUBLIC SCHOOLS WITHOUT CHARGE(S)

The Licensee shall, if requested in writing by the Issuing Authority, provide a Cable Drop, an Outlet and monthly Basic and Expanded Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority. The Licensee shall continue to provide such Basic and Expanded Basic Cable Service to the Stoneham Community Access (53 Central Street).

Section 5.7 INTERNET SERVICE TO THE TOWN

(a) The Licensee shall provide throughout the term of this Renewal License a single or combined bandwidth of two hundred fifty (250) MPs in both the upstream and downstream directions at one or more Town locations (which may also include a Stoneham Public School location) to be designated by the Issuing Authority or its designee, and at no cost to the Town cost, for free high-speed Internet Service(s) and free shared Web hosting service, including a web page stored on RCN computers (if said Web hosting and Web page storage are requested in writing by the Issuing Authority). Said free high-speed Internet Service(s) shall be for the use of the Town and the school, public and non-profit building locations specified by the Issuing Authority. The bandwidth allocation of said 250 mbps shall be determined by the Issuing Authority and/or its designee; for example: Internet Service at the Town designated municipal location - the Stoneham Police Station (47 Central Street) shall have a bandwidth of no less than two hundred (200) mbps in both the upstream and downstream directions, while the Stoneham Public School's Central Middle School hub-site (101 Central Street) shall be provided a minimum of 50 mbps in both the directions. The Licensee shall provide all Internet Protocol and/or other such addressing necessary to allow for a link to the World Wide Web.

(b) The Licensee shall also provide the Town with a separate domain with the same five (5) static IP addresses.

(c) In no case shall the value of said Internet service, described herein, be counted against (i) the Telecommunications Funding or Telecommunications Capital Funding pursuant to Section 7.1 and 7.2 below and/or (ii) any License Fee payment required by Section 7.3 below, and/or (iii) any other fees or payments required by this Renewal License and/or by applicable law.

Section 5.8---COMMERCIAL ESTABLISHMENTS

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

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1—PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Issuing Authority and/or its designee(s) (the Access Provider(s)) shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2 PEG ACCESS PROVIDER

The Access Provider(s) shall provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3, below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services (including pre-production and post-production services) to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities;
- (8) Produce non-commercial Video Programming of interest to Subscribers focusing on Town issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

Section 6.3 PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or its designee(s) three (3) Licensee-owned Subscriber Network Downstream Channels for PEG Access purposes, which

shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town, the Issuing Authority and/or its designee(s) and shall be subject to the control and management of the Issuing Authority and/or its designee(s).

(b) The Licensee shall continue to provide the three (3) activated Downstream Channels for PEG Access use in standard digital format in the Licensee's Basic Service. The Licensee shall carry all components of the standard definition PEG Access Channel Signal(s) provided by the Issuing Authority and/or its designee(s) including, but not limited to, closed captioning, stereo audio and other elements associated with PEG Access Programming. The Issuing Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel signal(s) in a standard definition format to the demarcation point at the designated point of Origination for the PEG Access Channel(s). The Licensee shall transport and distribute the PEG Access Channel Signal(s) on its Cable System and shall not discriminate against PEG Access Channels with respect to the functionality, signal quality, and features from those of the local broadcast digital format channels carried on the Cable System. With respect to signal quality, the Licensee shall not be required to carry a PEG Access Channel in a higher quality format than that of the channel signal delivered to the Licensee; provided, however, that the Licensee shall distribute PEG Access Channel Signal(s) without degradation. Upon reasonable written request by the Issuing Authority, the Licensee shall verify PEG Access Channel signal delivery to Subscribers with the Issuing Authority and/or its designee(s).

(c) In addition to the three (3) standard definition PEG Access Channels referenced in Section 6.3(b) above, the Licensee shall within six (6) months of the Effective Date of this Renewal License simultaneously carry three (3) additional PEG Access Channels in High Definition (HD) format. To do so, the Licensee shall purchase, install and operate High-Definition serial digital interface equipment for each PEG Access Channel. The Licensee shall own, maintain and repair said equipment for the entire term of this Renewal License. The Licensee shall carry all components of the HD PEG Access Channel Signals provided by the Town and/or its designee(s) including, but not limited to, closed captioning, stereo audio and other elements associated with PEG Access Programming. The Issuing Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in HD format to the demarcation point at the designated point of Origination for the PEG Access Channel(s). The Licensee shall transport and distribute all of such PEG Access Programming without degradation. Consistent with this requirement, the Licensee shall provide all necessary equipment outside the demarcation point at the Town and/or its designee's Origination Location, at its Headend and throughout its Trunk and Distribution System in order to deliver the PEG Access Channel(s) in HD format to Subscribers. The Licensee shall not discriminate against the HD PEG Access Channels with respect to the signal quality, functionality, and features from those of the local broadcast HD Channels carried on the Cable System. With respect to signal quality, the Licensee shall not be required to carry a PEG Access Channel in a higher quality format than that of the Signal delivered to the Licensee; provided, however, that the Licensee shall distribute the PEG Access Channel signal(s) without degradation.

(d) The PEG Access Channels shall be provided by the Licensee as provided in this Section 6.3 and used to transmit PEG Access Programming to Subscribers at no cost to the Town, the Access Provider(s) and/or PEG Access Users.

(e) While the Licensee retains sole discretion for channel placement in accordance with terms of this Renewal License, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes and . The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without ninety (90) days advance, written notice to the Issuing Authority and/or its designee(s). In the event that the Licensee does relocate a PEG Access Channel(s), the Licensee shall reimburse the Town or its designee up to Two Thousand Dollars (\$2,000) for reasonable administrative and/or technical costs incurred by the Town and/or Access Corporation as a direct result of all PEG Access Channels relocated during any given channel realignment process. Documentation of such costs shall be submitted by the Town and/or Access Corporation to the Licensee prior to any incurrence of said cost(s).

(f) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the same FCC Technical Standards which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

(g) The Licensee shall provide the Town's primary Access Provider(s) (as specifically designated in writing by the Issuing Authority) with video-on-demand ("VOD") capability on the Licensee's Cable System in Stoneham so as to enable the Access Provider(s) to upload PEG Access Programming on the Licensee's Cable System and allow the Licensee's Stoneham Subscribers to view PEG Access Programming on the Licensee's Cable System, if: (i) the Licensee elects of its own volition to provide such VOD capability and services to the Town; or (ii) fifty percent (50%) or more of the cable systems of the Licensee (including its Affiliates) in the Boston metropolitan area have been provided such capability by the Licensee or its Affiliate; or (iii) if such VOD services for PEG Access programming is otherwise required by applicable law or regulations. There shall be no charge or cost to the Town or the Access Provider for the provision of such VOD service. The Town, its Access Provider(s) and the Licensee shall all reasonably cooperate with respect to the uploading and scheduling of PEG Access Programming on VOD.

(h) The Licensee shall provide the Town's primary Access Provider(s) (as specifically designated in writing by the Issuing Authority) with the capability of listing its PEG Access Programming on the Licensee's Cable System's Electronic Program Guide ("EPG") in Stoneham so as to allow such PEG Access Programming to be accessed and/or recorded by Stoneham Subscribers in the same manner as other Programming listed on said EPG, if: (i) the Licensee elects of its own volition to provide such EPG capability and services to the Town; or (ii) fifty percent (50%) or more of the cable systems of the Licensee (including its Affiliates) in the Boston metropolitan area have been provided such capability by the Licensee or its Affiliate; or (iii) if such EPG services for PEG Access programming is otherwise required by applicable law or regulations. There shall be no charge or cost to the Town or the Access Provider for the provision of such EPG service. The Town, its Access Provider(s) and the Licensee shall all reasonably cooperate with respect to the listing of PEG Access Programming on the Licensee's Electronic Program Guide.

Section 6.4 PEG ACCESS EQUIPMENT OWNERSHIP

The Town and/or its designee(s) shall own all PEG Access equipment purchased with funding pursuant to Section 7.1 or 7.2 below. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Section 6.5 PEG ACCESS CABLECASTING

(a) In order that the Town or the Issuing Authority's designee(s) can cablecast PEG Access Programming over the PEG Access Downstream Channels, all PEG programming shall be transmitted from Stoneham Community Access (53 Central Street) to the Cable System Headend or Hub, on upstream bandwidth made available by the Licensee, without charge, to the Town or its designee(s) for their use as further required and described in Section 3.3 above.

(b) The Licensee shall provide the Town or its designee(s) with the capability to ensure that said Access Programming is properly transmitted to the appropriate Downstream Channel. The Licensee shall not charge the Town and/or its designee(s) for such responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain, at its sole cost and expense, all necessary processing equipment in order to receive PEG Access programming from the Town and/or its designee(s) and transmit said signal to the designated Downstream Access Channel(s). Nothing herein shall require the Licensee to provide end-user equipment.

Section 6.6 PEG ACCESS COSTS

(a) There shall be no charges or costs to the Town, its designees (including, but not limited to the Stoneham Public Schools and/or an Access Corporation) and/or PEG Access Users for use of the PEG Access Channels and/or the services, funding and/or equipment required by this Renewal License.

(b) In the event that applicable federal and state law and regulations allows the Licensee to incorporate any PEG Access costs or related costs in its subscriber rates or otherwise externalize, line-item or otherwise pass-through said costs, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, in strict compliance with said law and regulations, including, but not limited to 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, externalized, line-itemed or otherwise incorporated in rates or charges to subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within twenty-one (21) days of a written request to do so by the Issuing Authority.

Section 6.7 NO EDITORIAL CONTROL BY LICENSEE

Except as expressly permitted by federal law, the Licensee shall not exercise any editorial control over the content of PEG Access Programming on a PEG Access Channel so long as such PEG Access Channel is being used for the purposes authorized herein. This limitation shall not apply to the use of a PEG Access Channel by the Licensee pursuant to rules and procedures, if any, adopted by the Access Provider and approved by the Issuing Authority permitting the Licensee to use of a PEG Access Channel for the provision of other services if such PEG Access Channel is not being used for PEG Access purposes.

ARTICLE 7

TELECOMMUNICATIONS FUNDING, FRANCHISE FEES AND LICENSE FEES

Section 7.1 TELECOMMUNICATIONS FUNDING

(a) Licensee shall provide annual payment (paid on a quarterly basis as set out below) to the Issuing Authority in the amount five percent (5.0%) of Gross Annual Revenues as defined in Section 1.1(20) above, less applicable License Fee payments to the Town and State only, pursuant to M.G.L. c. 166A, § 9, for telecommunication uses of the Town, including PEG Access and/or cable-related purposes, as determined by the Issuing Authority. Said five percent (5.0%) payment shall be paid on a quarterly basis, as follows:

<u>Due Date (on or before)</u>	<u>Quarter</u>
May 15 th	January 1 – March 30
August 15 th	April 1 – June 30
November 15 th	July 1 – September 30
February 15 th	October 1 – December 31

(b) The Licensee shall file with each quarterly payment pursuant to this Section 7.1, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenues as defined in Section 1.1(20), for said payment period. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(20).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at two percent (2.0%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 7.1(c) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.2 TELECOMMUNICATIONS CAPITAL FUNDING

(a) The Licensee shall provide telecommunications capital funding to the Issuing Authority for telecommunications purposes, including PEG Access and cable-related purpose, as determined by the Issuing Authority, in the amount of one percent (1.0%) of Gross Annual Revenues as defined in Section 1.1(m), paid quarterly by the Licensee on or before the due dates referenced in Section 7.1(a) above. The first payment will be for the entire first quarter of 2017 (January 1, 2017 through March 31, 2017).

(b) The Licensee shall file with each quarterly payment pursuant to this Section 7.2, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable

detail, the Gross Annual Revenues as defined in Section 1.1(20), for said payment period. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(20).

(c) The capital funding provided herein by the Licensee shall not be counted toward: (i) the annual support provided by the Licensee pursuant to Section 7.1 above; or (ii) the License Fee payment payable pursuant to Section 7.3 below.

(d) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at two percent (2.0%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 7.2(c) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

(e) The Town and/or its designee(s) shall be responsible for any equipment and/or facilities purchased with funding pursuant to this Section 7.2. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Section 7.3 LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, no later than March 15th of each year, unless hereinafter provided for otherwise under applicable law, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) In the event that the License Fees herein required herein are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at rate of two percent (2%) above the Prime Rate. Any such late payments to the Town pursuant to this §7.1 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 and/or 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.4 FRANCHISE FEE

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of Gross Annual Revenues. Said five percent (5%) shall include only the: (i) telecommunication funding pursuant to Section 7.1 above and (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.4 above, provided, however, that said five percent (5%) shall not include the telecommunications capital funding pursuant to Section 7.2 above and any other exclusions to the definition of Franchise

Fee provided in Section 622(g)(2) of the Cable Act.

Section 7.5 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee and License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee and License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the Franchise Fee or Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

Section 7.6 RECOMPUTATION

Tender or acceptance of any payment by or on behalf of the Licensee, including, but not limited to, payments of a Franchise Fee or License Fee and any payment required in this Article 7 shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority or Town may have for additional sums, including interest payable under this Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority. If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee or payment is owed to the Town or its designee, such fee shall be paid within thirty (30) days after such audit and recomputation is provided to the Licensee. The Licensee shall contribute to the cost of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date the annual rate of two percent (2.0%) above the Prime Rate during the period that such additional amount is owed.

Section 7.7 AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to use by other third parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship. Use of the Cable System by Affiliates shall be in compliance with applicable federal and/or state law and regulations and shall not detract from the provisions of this Renewal License.

Section 7.8 METHOD OF PAYMENT

All payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Board of Selectmen, unless the Licensee is otherwise notified in writing by the Issuing Authority.

Section 7.9 GROSS ANNUAL REVENUE COMPONENTS, METHODS

The Licensee shall notify the Issuing Authority of any change in the methodology used to determine Gross Annual Revenues as defined hereunder and used to calculate the payments made to the Issuing Authority pursuant to Sections 7.1 and 7.2 above. Such changes include, but are not limited to, any change in the revenue components that comprise Gross Annual Revenues, the timing or manner in which revenues are recognized and the method of allocation of any Gross Annual Revenues component to the Town. Such notice shall be provided no later than with the filing of the first quarterly (Gross Annual Revenue) statement filed with the Issuing Authority pursuant to Sections 7.1(b) and 7.2(b) above after such change has been effectuated by the Licensee. The Issuing Authority reserves the right to contest the Licensee's application of GAAP for purposes of stating Gross Annual Revenues.

ARTICLE 8

RATES AND CHARGES

Section 8.1---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., from time to time in effect, with any successor regulation or, in the event that there is no applicable Massachusetts regulation in effect, applicable laws.

Section 8.2---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the provision of a Senior Citizen Discount as described in Section 8.4 or the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.3---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), including but not limited to M.G.L. Chapter 166A, §5(1), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

Section 8.4---SENIOR CITIZEN DISCOUNT

The Licensee shall continue to provide senior residents of the Town a minimum discount of two dollars (\$2.00) per month off of the Licensee's Basic Service (including both (i) Basic Service; and (ii) Basic Service plus Expanded Basic Service) or its equivalent, as further provided herein. To qualify for this discount, seniors must be: (i) sixty-five (65) years of age or older and head of the household, and (ii) receive one of the following: (a) Supplemental Security Income, (ii) Medicaid benefits, (iii) Massachusetts fuel assistance or (iv) Veteran's Benefits.

Section 8.5---RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws and regulations.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1—INSURANCE

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

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

(b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

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

(d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 9.1.

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

- (i) Such insurance shall commence no later than the Effective Date of the Renewal License.
- (ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the Town's insurance for contributions.
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
- (iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.
- (v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

- (vi) The Licensee shall be responsible for all deductibles under its own insurance policies.
- (vii) The Town, its Issuing Authority, other officials, and employees shall be named as “additional insureds” on all required liability insurance policies.
- (viii) Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee pursuant to this Renewal License.
- (ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a twenty (20) day notice of cancellation or reduction in the coverage amount(s).

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 and 11.2 below.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

____ Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, or death, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

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

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---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 and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 below.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority may issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 below. Said report may report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations,

relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---JURISDICTION AND VENUE

With respect to any legal action brought in the Superior Court of Massachusetts, the venue shall be the Middlesex Superior Court (currently located in Woburn, MA) and with respect to any action brought in the District Court of Massachusetts, the venue shall be the Woburn District Court. With respect to any action brought in the Federal District Court, the venue shall be the Federal District Court for the Eastern District of Massachusetts (located in Boston, MA), and the parties by this instrument subject themselves to the personal jurisdiction of said court(s) as set out herein for the entry of any such judgment and for the resolution of any dispute, action, or suit.

Section 10.5---TOWN'S RIGHT TO INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as otherwise allowable under applicable law or regulation, to intervene in any action, proceeding involving this Renewal License or any provision of this Renewal License.

ARTICLE 11

DETERMINATION OF BREACH, LIQUIDATED DAMAGES AND LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) ~~Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;~~

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

(iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the Town.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages may be invoked by the Issuing Authority and, if so, shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, pursuant to Section 15.12 below, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to this Section 11.1(d).

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(2) For failure to operate and maintain the Institutional Network in accordance with Section 3.2 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the FCC technical standards, pursuant to Section 3.1 herein, Four Hundred Dollars (\$400.00) per day, for each day such non-compliance continues.

(4) For failure to comply with the requirements of Section 3.7 Internet Service To The Town, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(5) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(6) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 below, and **Exhibit 12.5** attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(7) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation

for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above or (ii) the expiration of the term of the Renewal License. In the event of any termination, the Issuing Authority shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5---NOTICE OF LEGAL ACTION

In the event that the Town or the Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or in equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall: (i) give the other party at least twenty (20) days' notice that an action will be filed, unless, in good faith, the party believes that time and events do not allow for such a period; (ii) unless circumstances otherwise require or would preclude doing so successfully, meet with the other party before filing such action Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed; and (iv) negotiate the issue, which is the subject of the proposed legal action with the other party.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

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

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

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

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 CUSTOMER SERVICE OFFICE

The Licensee shall have a customer service office that is reasonably convenient and proximate to the Town and for Subscribers that will be open during Normal Business Hours and accessible to Subscribers to make bill payments.

Section 12.2 TELEPHONE ACCESS

(a) The Licensee shall comply with the telephone access provisions of the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 12.5**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Stoneham Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(ii), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3 CUSTOMER SERVICE CALL CENTER

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

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls.

Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Town residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business morning.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5 FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 12.5**.

Section 12.6 BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 12.6** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;

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

Section 12.7 COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Needham with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8 REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9 EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10 PROTECTION OF SUBSCRIBER PRIVACY

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

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

Section 12.11 PRIVACY WRITTEN NOTICE

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

Section 12.12 MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, 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 User; provided, however, that the Licensee

may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority 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 the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13 DISTRIBUTION OF SUBSCRIBER INFORMATION

Except as permitted by Section 631 of the Cable Act, the Licensee and its agents and/or employees shall not, without giving Subscribers the 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 the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.14 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.15 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16 PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2 FINANCIAL REPORTS

Upon written request, the Licensee shall furnish the Issuing Authority and/or its designee(s) with any financial forms and reports required by State and/or federal law, including the Cable Division Form 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law. The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3 CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, the number of Basic Service Subscribers.

Section 13.4 IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the

connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Section 13.5 SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee(s), as required by the regulations or requirements of the Cable Division or the Department of Telecommunications and Cable.

Section 13.6 INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 above, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, 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, as allowed by applicable law.

Section 13.7 ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.8 QUALITY OF SERVICE

Where evidence exists which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such written notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.9 DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10 ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable written request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 above.

Section 13.11 INVESTIGATION

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

ARTICLE 14

EMPLOYMENT

Section 14.1 EQUAL EMPLOYMENT OPPORTUNITY

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

Section 14.2 NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 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 an instrument in writing executed by the parties.

Section 15.2 CAPTIONS

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

Section 15.3 SEVERABILITY AND PREEMPTION

If any section, sentence, paragraph, term or provision of the Renewal 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 hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 15.4 ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5 RENEWAL LICENSE EXHIBITS

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

Section 15.6 WARRANTIES

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

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

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

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

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

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

Section 15.7 FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; applicable environmental restrictions and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

Section 15.8 REMOVAL OF ANTENNAS

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

Section 15.9 SUBSCRIBER TELEVISION SETS

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

Section 15.10 APPLICABILITY OF RENEWAL LICENSE

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

Section 15.11 NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, sent by certified mail (postage prepaid) or by overnight courier service to the Board of Selectmen, as follows, or such other address as the Issuing Authority may specify in writing to Licensee,

Town of Stoneham
Attn: Board of Selectmen
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

with a copy to:

Town of Stoneham
Attn: Chief Information Officer
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

(b) Every notice to be served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) or by overnight courier service to the Board of Selectmen, as follows, or such other address (or an additional address) as the Licensee may specify in writing to Licensee:

RCN Telecom Services of Massachusetts, LLC
Vice President
956 Massachusetts Avenue
Arlington, Massachusetts 02476.

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

Section 15.12 NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to 47 U.S.C. Section 555(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of this Renewal License.

Section 15.13 TOWN'S RIGHT OF INTERVENTION

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

Section 15.14 TERM

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

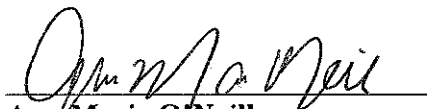
SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Stoneham, as Issuing Authority, this 7th day of February, 2017 and all terms and conditions are hereby agreed to by RCN Telecom Services of Massachusetts, LLC.

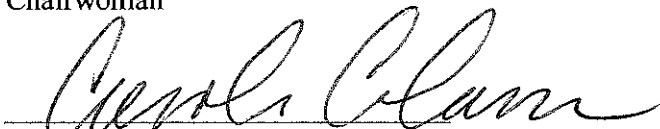
TOWN OF STONEHAM

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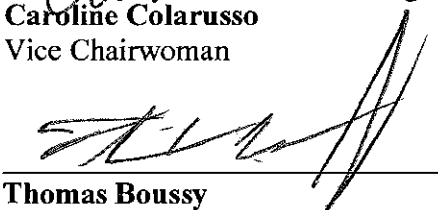
Board of Selectmen



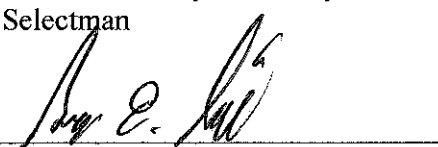
Ann Marie O'Neill
Chairwoman



Caroline Colarusso
Vice Chairwoman



Thomas Boussy
Selectman



George E. Seibold
Selectman



Anthony W. Wilson
Selectman

Approved as to legal form:



William H. Solomon, Special Counsel

**RCN Telecom Services
of Massachusetts, LLC**



Signature

Jeffrey Carlson

Print Name:

Sr. VP and GM

Title

EXHIBIT 3.1

FCC TECHNICAL STANDARDS

47 CFR 76.605

§ 76.605 Technical standards.

(a) The following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)

(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in CEA-542-B: "Standard: Cable Television Channel Identification Plan," (Incorporated by reference, see § 76.602).

(2) The aural center frequency of the aural carrier must be 4.5 MHz $\pm$ 5 kHz above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of 0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval,

which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz;

12 dB for a system at 401-500 MHz, etc.); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries. The amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall not be less than 43 decibels. For class I cable television channels, the requirements of this section are applicable only to:

(i) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(ii) Each signal which is first picked up within its predicted Grade B contour;

(iii) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of O IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage limit (micro-volt/meter)	Distance in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

EXHIBIT 5.2

PROGRAMMING (BROAD CATEGORIES)

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT 12.5

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) ~~Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but~~ not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier,
or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable

EXHIBIT 12.6

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of

service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

- (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
- (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.