

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
CABLEVISION OF MASSACHUSETTS, INC.**

**THE BOARD OF SELECTMEN  
TOWN OF SUDBURY, MASSACHUSETTS**

**DATED: NOVEMBER 6, 2000  
AS AMENDED: NOVEMBER 19, 2001**

**TABLE OF CONTENTS**

<b>LIST OF AMENDMENTS .....</b>	<b>6</b>
<b>A G R E E M E N T .....</b>	<b>7</b>
<b>ARTICLE 1. DEFINITIONS .....</b>	<b>8</b>
<b>ARTICLE 2. GRANT OF RENEWAL LICENSE .....</b>	<b>13</b>
SECTION 2.01 GRANT OF RENEWAL LICENSE .....	13
SECTION 2.02 TERM OF RENEWAL LICENSE .....	13
SECTION 2.03 NON-EXCLUSIVITY OF RENEWAL LICENSE .....	14
SECTION 2.04 POLICE AND REGULATORY POWERS .....	15
SECTION 2.05 REMOVAL OR ABANDONMENT .....	15
SECTION 2.06 TRANSFER OF THE RENEWAL LICENSE .....	15
SECTION 2.07 EFFECT OF UNAUTHORIZED TRANSFER ACTION .....	16
<b>ARTICLE 3. CABLE SYSTEM AND I-NET DESIGN .....</b>	<b>17</b>
SECTION 3.01 SUBSCRIBER NETWORK .....	17
SECTION 3.02 INSTITUTIONAL NETWORK .....	17
SECTION 3.03 EMERGENCY ALERT SYSTEM .....	20
SECTION 3.04 PARENTAL CONTROL CAPABILITY .....	20
SECTION 3.05 CHANGE-OVER PROCEDURES .....	20
SECTION 3.06 NOTICE CONCERNING CONSTRUCTION ACTIVITIES .....	21
<b>ARTICLE 4. CABLE SYSTEM AVAILABILITY, LINE-EXTENSION AND OPERATION .....</b>	<b>22</b>
SECTION 4.01 SERVICE AVAILABLE TO ALL RESIDENTS .....	22
SECTION 4.02 LINE EXTENSION POLICY .....	22
SECTION 4.03 LOCATION OF CABLE TELEVISION SYSTEM .....	23
SECTION 4.04 UNDERGROUND FACILITIES .....	23
SECTION 4.05 TREE TRIMMING .....	24
SECTION 4.06 RESTORATION TO PRIOR CONDITION .....	24
SECTION 4.07 TEMPORARY RELOCATION .....	24
SECTION 4.08 DISCONNECTION AND RELOCATION .....	24
SECTION 4.09 SAFETY STANDARDS .....	24
SECTION 4.10 PEDESTALS .....	25
SECTION 4.11 PRIVATE PROPERTY .....	25
SECTION 4.12 RIGHT TO INSPECTION OF CONSTRUCTION .....	25
SECTION 4.13 CONSTRUCTION MAPS .....	25
SECTION 4.14 COMMERCIAL ESTABLISHMENTS .....	25
SECTION 4.15 STANDBY POWER .....	25
SECTION 4.16 INTERNAL HOME WIRING .....	26
SECTION 4.17 RELOCATION OF FIRE ALARMS .....	26
SECTION 4.18 LOSS OF SERVICE-SIGNAL QUALITY .....	26
SECTION 4.19 "DIG SAFE" .....	26
<b>ARTICLE 5. SERVICES AND PROGRAMMING .....</b>	<b>27</b>
SECTION 5.01 BASIC SERVICE .....	27
SECTION 5.02 PROGRAMMING .....	27
SECTION 5.03 LEASED CHANNELS FOR COMMERCIAL USE .....	27
SECTION 5.04 VCR/CABLE COMPATIBILITY .....	27
SECTION 5.05 SIGNAL ENCODING .....	27
SECTION 5.06 CONTINUITY OF SERVICE .....	28
SECTION 5.07 FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS & SCHOOLS .....	28
SECTION 5.08 CHANGES IN CABLE TELEVISION TECHNOLOGY .....	28

Cable Television Renewal License for Sudbury, Massachusetts, Dated November 6<sup>th</sup>, 2000  
As Amended November 19th, 2001

<b>ARTICLE 6.</b>	<b>PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT .....</b>	<b>30</b>
SECTION 6.01	PEG ACCESS PROGRAMMING .....	30
SECTION 6.02	OPERATE PEG ACCESS/LO STUDIO .....	30
SECTION 6.03	PEG ACCESS PERSONNEL SUPPORT .....	32
SECTION 6.04	PEG ACCESS CHANNELS .....	32
SECTION 6.05	PEG ACCESS EQUIPMENT .....	33
SECTION 6.06	PEG ACCESS PROGRAMMING MANAGEMENT .....	35
SECTION 6.07	CENSORSHIP .....	35
SECTION 6.08	ACCESS CABLECASTING .....	35
SECTION 6.09	PROGRAMMING AVAILABLE TO OTHER LICENSEES .....	36
SECTION 6.10	REPORTING OF PEG FUNDING .....	36
SECTION 6.11	ACCESS CORPORATION MANAGEMENT OPTION .....	36
SECTION 6.12	UNSPENT ACCESS FUNDS .....	37
<b>ARTICLE 7.</b>	<b>LICENSE FEES .....</b>	<b>39</b>
SECTION 7.01	LICENSE FEE ENTITLEMENT .....	39
SECTION 7.02	PAYMENT .....	39
SECTION 7.03	OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS .....	39
SECTION 7.04	LATE PAYMENT .....	40
SECTION 7.05	RECOMPUTATION .....	40
SECTION 7.06	AFFILIATES USE OF SYSTEM .....	40
SECTION 7.07	METHOD OF PAYMENT .....	41
<b>ARTICLE 8.</b>	<b>RATES AND CHARGES .....</b>	<b>42</b>
SECTION 8.01	RATE REGULATION .....	42
SECTION 8.02	NOTIFICATION OF RATES AND CHARGES .....	42
SECTION 8.03	PUBLICATION AND NON-DISCRIMINATION .....	42
SECTION 8.04	CREDIT FOR SERVICE INTERRUPTION .....	42
SECTION 8.05	SENIOR CITIZEN DISCOUNT .....	42
SECTION 8.06	PASS-THROUGH AND ITEMIZATION OF COSTS .....	43
<b>ARTICLE 9.</b>	<b>INSURANCE AND BONDS .....</b>	<b>44</b>
SECTION 9.01	INSURANCE .....	44
SECTION 9.02	PERFORMANCE BOND .....	44
SECTION 9.03	REPORTING .....	45
SECTION 9.04	INDEMNIFICATION .....	45
SECTION 9.05	NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE .....	46
<b>ARTICLE 10.</b>	<b>ADMINISTRATION AND REGULATION .....</b>	<b>47</b>
SECTION 10.01	REGULATORY AUTHORITY .....	47
SECTION 10.02	PERFORMANCE EVALUATION HEARINGS .....	47
SECTION 10.03	NONDISCRIMINATION .....	47
SECTION 10.04	EMERGENCY REMOVAL OF PLANT .....	48
SECTION 10.05	REMOVAL AND RELOCATION .....	48
SECTION 10.06	INSPECTION .....	48
SECTION 10.07	JURISDICTION .....	48
<b>ARTICLE 11.</b>	<b>DETERMINATION OF BREACH, LIQUIDATED DAMAGES/LICENSE REVOCATION .....</b>	<b>49</b>
SECTION 11.01	DETERMINATION OF BREACH .....	49
SECTION 11.02	REMEDIES .....	50
SECTION 11.03	REVOCATION OF THE RENEWAL LICENSE .....	51
SECTION 11.04	TERMINATION .....	51
SECTION 11.05	NOTICE OF LEGAL ACTION .....	52
SECTION 11.06	NON-EXCLUSIVITY OF REMEDY .....	52

Cable Television Renewal License for Sudbury, Massachusetts, Dated November 6<sup>th</sup>, 2000  
As Amended November 19th, 2001

SECTION 11.07	NO WAIVER-CUMULATIVE REMEDIES .....	52
<b>ARTICLE 12.</b>	<b>SUBSCRIBER RIGHTS AND CONSUMER PROTECTION .....</b>	<b>53</b>
SECTION 12.01	SUDBURY CUSTOMER SERVICE OFFICE .....	53
SECTION 12.02	TELEPHONE ACCESS .....	53
SECTION 12.03	ANSWERING SERVICE .....	53
SECTION 12.04	INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME .....	54
SECTION 12.05	FCC CUSTOMER SERVICE OBLIGATIONS .....	55
SECTION 12.06	BUSINESS PRACTICE STANDARDS .....	55
SECTION 12.07	COMPLAINT RESOLUTION PROCEDURES .....	55
SECTION 12.08	REMOTE CONTROL DEVICES .....	56
SECTION 12.09	EMPLOYEE IDENTIFICATION CARDS .....	56
SECTION 12.10	PROTECTION OF SUBSCRIBER PRIVACY .....	56
SECTION 12.11	PRIVACY WRITTEN NOTICE .....	56
SECTION 12.12	MONITORING .....	57
SECTION 12.13	DISTRIBUTION OF SUBSCRIBER INFORMATION .....	57
SECTION 12.14	POLLING BY CABLE .....	57
SECTION 12.15	INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS ..	57
SECTION 12.16	SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION .....	58
SECTION 12.17	PRIVACY STANDARDS REVIEW .....	58
<b>ARTICLE 13.</b>	<b>REPORTS, AUDITS AND PERFORMANCE TESTS .....</b>	<b>59</b>
SECTION 13.01	GENERAL .....	59
SECTION 13.02	FINANCIAL REPORTS .....	59
SECTION 13.03	CABLE SYSTEM INFORMATION .....	59
SECTION 13.04	IN-HOUSE TELEPHONE REPORTS .....	60
SECTION 13.05	INDIVIDUAL COMPLAINT REPORTS .....	60
SECTION 13.06	SEMI-ANNUAL PERFORMANCE TESTS .....	60
SECTION 13.07	QUALITY OF SERVICE .....	61
SECTION 13.08	DUAL FILINGS .....	61
SECTION 13.09	SURVEY MATERIALS .....	61
SECTION 13.10	LINE-EXTENSION REPORTS .....	62
SECTION 13.11	SUBSCRIBER COMPLAINT REPORTS .....	62
SECTION 13.12	SERVICE INTERRUPTION REPORTS .....	62
SECTION 13.13	INVESTIGATION .....	62
<b>ARTICLE 14.</b>	<b>EMPLOYMENT .....</b>	<b>63</b>
SECTION 14.01	EQUAL EMPLOYMENT OPPORTUNITY .....	63
SECTION 14.02	NON-DISCRIMINATION .....	63
<b>ARTICLE 15.</b>	<b>MISCELLANEOUS PROVISIONS .....</b>	<b>64</b>
SECTION 15.01	ENTIRE AGREEMENT .....	64
SECTION 15.02	CAPTIONS .....	64
SECTION 15.03	SEPARABILITY .....	64
SECTION 15.04	ACTS OR OMISSIONS OF AFFILIATES .....	64
SECTION 15.05	RENEWAL LICENSE EXHIBITS .....	64
SECTION 15.06	WARRANTIES .....	64
SECTION 15.07	FORCE MAJEURE .....	65
SECTION 15.08	REMOVAL OF ANTENNAS .....	65
SECTION 15.09	SUBSCRIBER TELEVISION SETS .....	65
SECTION 15.10	APPLICABILITY OF RENEWAL LICENSE .....	65
SECTION 15.11	NOTICES .....	65
SECTION 15.12	NO RECOURSE AGAINST THE ISSUING AUTHORITY .....	66
SECTION 15.13	TOWN'S RIGHT OF INTERVENTION .....	66
SECTION 15.14	TERM .....	66

Cable Television Renewal License for Sudbury, Massachusetts, Dated November 6<sup>th</sup>, 2000  
As Amended November 19th, 2001

**EXHIBIT 1 - I-NET DESIGN DESCRIPTION AND BUILDINGS ..... 68**

**EXHIBIT 2 - PROGRAMMING AND INITIAL SIGNAL CARRIAGE..... 71**

**EXHIBIT 3 - FREE DROPS AND MONTHLY SERVICE ..... 74**

**EXHIBIT 4 - SUDBURY PEG ACCESS PERSONNEL ..... 75**

**EXHIBIT 5 - REMOTE ORIGINATION SITES ..... 76**

**EXHIBIT 6 - 207 CMR 10.00 ..... 77**

**EXHIBIT 7 - FCC CUSTOMER SERVICE OBLIGATIONS..... 82**

**SIGNATURE PAGE ..... 86**

**AMENDED LICENSE SIGNATURE PAGE..... 87**

## **LIST OF AMENDMENTS**

### **+ Amendments accepted November 19th, 2001:**

1. Amend completion date for Subscriber Network to June 1, 2002 (3.01a).
2. Amend completion date for Institutional Network to July 15, 2002 (3.02a).
3. Add a penalty for failure to meet the completion deadlines for completion of the Subscriber and/or Institutional Networks. (11.02a (vi), 11.02a (vii)).
4. Increase the Performance Bond until the Subscriber and Institutional Networks are completed (9.02d).
5. Remove I-Net payment from Town to Licensee (3.02e).
6. Increase first-year Access capital to \$72,000 (6.05a, 6.05j).
7. Allow Access funds which formerly were rolled into the following year's Access budgets to be paid directly to the Town for cable-related purposes (6.02b, 6.02c, 6.05b, 6.12).
8. Licensee waives the right to put any line-item on customer bills before January 1, 2003. If and when levied, this line item will be used to recoup only the appropriate costs incurred after January 1, 2003 (8.06a).

## **A G R E E M E N T**

This Cable Television Renewal License entered into this 6th day of November, 2000, by and between Cablevision of Massachusetts, Inc., ("Cablevision"), a Massachusetts corporation, and the Board of Selectmen of the Town of Sudbury, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

## **WITNESSETH**

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

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on June 17, 1998 to (1) ascertain the future cable related community needs and interests of Sudbury, and (2) review the performance of Cablevision during its current license term; and

WHEREAS, Cablevision submitted a license renewal proposal to the Town of Sudbury, dated December 1, 1999, for a renewal license to operate and maintain a Cable Television System in the Town of Sudbury; and

WHEREAS, the Issuing Authority and Cablevision did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Sudbury; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and renewal proposals of Cablevision; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Sudbury to grant a non-exclusive renewal license to Cablevision.

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

## **ARTICLE 1. DEFINITIONS**

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

- (1) Access: The right or ability of any Sudbury resident and/or any persons affiliated with a Sudbury institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel: A video channel which the Licensee shall make available to the Town of Sudbury and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) Access Corporation: The entity, as may be designated by the Issuing Authority from time to time, with responsibility for providing public, educational and governmental ("PEG") Access programming to Sudbury Subscribers.
- (4) Affiliate: 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 distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all local broadcast Signals required to be carried on Basic Service pursuant to federal law.
- (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, 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 Energy.
- (9) Cable Modem: A device connecting Subscribers to Internet services over the Cable System.
- (10) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services.
- (11) Cable Television Committee: The Cable Television Committee as appointed and designated by the Issuing Authority.



- (12) 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.
- (13) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (14) Computer Modem: A device connecting Ethernet-based computer network data (or equivalent) to the Institutional Network.
- (15) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (16) Department of Public Works ("DPW"): The Department of Public Works of the Town of Sudbury, Massachusetts.
- (17) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (18) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.
- (19) Effective Date of the Renewal License (the "Effective Date"): November 6th, 2000.
- (20) Execution Date of the Renewal License (the "Execution Date"): November 6th, 2000.
- (21) FCC: The Federal Communications Commission, or any successor agency.
- (22) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System

and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall exclude cable modem equipment and service, and shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; 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.

- (23) 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.
- (24) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.
- (25) Institutional Network ("I-Net"): The two (2) strand fiber-optic network to be installed, constructed, operated and maintained by the Licensee, for the exclusive non-commercial use of the Issuing Authority and its designee(s).
- (26) I-Net Administrator: The Person(s) designated by the Issuing Authority, with primary responsibility for overseeing and operating the I-Net.
- (27) Internet: The world-wide computer network.
- (28) Issuing Authority: The Board of Selectmen of the Town of Sudbury, Massachusetts.
- (29) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (30) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Sudbury, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.
- (31) Licensee: Cablevision of Massachusetts, Inc. ("Cablevision") or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (32) Local Origination (LO) Programming: Video programming produced by the Licensee.
- (33) NTSC: The acronym for National Television Systems Committee.
- (34) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.
- (35) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

- (36) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (37) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.
- (38) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.
- (39) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (40) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (41) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (42) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (43) Prime Rate: The prime rate of interest at Fleet Bank.
- (44) Public Access Programming: Video non-commercial programming produced by community producers and/or volunteers.
- (45) Public Meeting: A meeting that meets the requirements of Chapter 30A §11A½ of the Massachusetts General Laws.
- (46) 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. 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.
- (47) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (48) School(s): Any Sudbury Public School, and/or Lincoln-Sudbury Regional High School.
- (49) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Licensee.
- (50) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or

which is distributed over, the Cable System.

- (51) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (52) State: The Commonwealth of Massachusetts.
- (53) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.
- (54) Subscriber Network: The single-trunk 750 MHz Cable Television System (or its equivalent or greater) to be constructed, installed, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.
- (55) Termination Node: A single piece of equipment which interfaces modulated RF signals to the fiber I-net. Video is interfaced to the Termination Node via a modulator, and data is interfaced to the Termination Node via a cable modem.
- (56) Town: The Town of Sudbury, Massachusetts.
- (57) Town Counsel: The Town Counsel of the Town of Sudbury, Massachusetts.
- (58) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.
- (59) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (60) 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.
- (61) VCR: The acronym for video cassette recorder.
- (62) 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 2.01 GRANT OF RENEWAL LICENSE**

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 Sudbury, 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 Sudbury.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein and subject to applicable law, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Public Ways, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Sudbury within its 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 Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Sudbury. The Licensee may also provide any other Telecommunications Service(s), as such term is defined from time to time, that the Licensee is authorized to provide pursuant to a Cable Television License, or otherwise, in accordance with applicable federal and State law; provided, however, that the Town shall have the right to require that the Licensee and/or an Affiliate obtain a license and/or agreement from the Issuing Authority and/or the Town for the Licensee's and/or Affiliate's provision of any such Telecommunications Service(s), if permitted, in accordance with applicable federal and State law. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

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 and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any special laws or Town by-laws and/or regulations enacted hereafter.

### **Section 2.02 TERM OF RENEWAL LICENSE**

The term of this Renewal License shall be a ten (10) year term, commencing on November 6th, 2000 and expiring on November 5th, 2010, unless sooner terminated as provided herein or surrendered.

## **Section 2.03            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 Sudbury; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Issuing Authority shall hold a public hearing within thirty (30) days of receipt of said written request. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall enter into discussions with the Licensee, in good faith, for the purpose of making equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.03(b)(i) above.

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

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

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial

negative impact upon the Licensee's Gross Annual Revenues in the Town. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is causing a substantial negative impact upon the Licensee's Gross Annual Revenues in the Town, the Issuing Authority shall enter into discussions with the Licensee, in good faith, for the purpose of making equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.03(d)(i) above.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s) which are not in any way an Affiliate of the Licensee and are currently providing Programming to residents in the Town, are causing no substantial negative impact upon the Licensee's Gross Annual Revenues in the Town.

## **Section 2.04 POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations, and any by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

## **Section 2.05 REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition, unless the Licensee has the right to continue to utilize the Cable System pursuant to applicable law. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

## **Section 2.06 TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed 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 hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.

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

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

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

## **Section 2.07            EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.06 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to 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 AND I-NET DESIGN**

### **Section 3.01 SUBSCRIBER NETWORK**

(a) No later than ~~July 1, 2001~~, **June 1, 2002**, the Licensee shall construct, install, operate, maintain and make available to all residents of the Town a 750 MHz (or its equivalent or greater) hybrid fiber-optic/coaxial Subscriber Network with two-way capability. Said Cable System shall be fully capable of carrying at least one hundred ten (110) video channels in the downstream direction and at least four (4) analog video channels in the upstream direction. *[Amended November 19th, 2001]*

(b) The Licensee shall transmit all of its Signals to Sudbury Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

(c) Within four (4) years of the Execution Date of the Renewal License, the Licensee shall transmit Programming, as may be permitted by federal and/or State law(s) and as its equipment and engineering may permit, in digital format, or such other format, at Licensee's discretion, which shall be equal or better, if such Programming is transmitted to the Licensee in digital format. Notwithstanding the above, nothing herein is intended to be a waiver of Licensee's rights under Federal law, rule, or regulation.

(d) Within a reasonable period of time after the completion of the upgrade, but no later than 6 months after July 1, 2001, the Licensee shall remove that portion of the Subscriber Network and related equipment of the current 450 MHz Cable System that will not be utilized in the upgraded 750 MHz Cable System (or its equivalent or greater) from the public ways unless retention of such equipment is explained to the reasonable satisfaction of the Issuing Authority. Both parties understand that the upgrade utilizes overlap on portions of the 450MHz network. In the event of a disagreement between the Town and the Licensee regarding specific Cable System plant to be removed, the Town and Licensee shall meet and discuss the issue, in good faith, in order to resolve any such disagreements. The Licensee shall cooperate with the Issuing Authority, in good faith, to address any concerns of the Town regarding the Licensee's occupation of the public ways and/or public safety, including police details.

### **Section 3.02 INSTITUTIONAL NETWORK**

(a) No later than ~~July 1, 2001~~, **July 15, 2002**, the Licensee shall construct, install, activate, operate and maintain, at its sole cost and expense, a stand-alone, two (2) strand, single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the Issuing Authority, its designees and/or other Town Users. The design of the I-Net, as discussed by the Town and the Licensee, is described in more detail in ***Exhibit 1***. **To facilitate construction of the I-Net, the Town shall use reasonable efforts to ensure timely processing of permits, if any, and shall provide timely and reasonable access to Town-owned buildings which are to be connected to the I-Net. The parties agree that any delay of more than four (4) weeks, from a written request thereof from the Licensee, for the grant of a permit shall be considered not timely, and shall result in an extension of the aforementioned July 15, 2002 deadline by any such additional time in excess of four (4) weeks.** *[Amended November 19th, 2001]*

(b) The I-Net shall be capable of providing (i) live Origination and transmission of Video Programming onto the PEG Access Channels; (ii) transmission of Video Programming between Town and School buildings; and (iii) transmission of high-speed data between Town and School buildings. All such Town data, School data and Video Programming shall be transmitted on separate "channels" within each fiber.

(c) The two (2) single-mode fiber-optic strands shall interconnect each of the buildings ("I-Net Buildings"), as specified in **Exhibit 1** attached hereto, to the I-Net Hub located in a municipal building or facility. The locations of the I-Net Hub and Termination Nodes in said buildings will be specified by the I-Net Administrator, with input from Licensee personnel. The I-Net shall be capable of providing voice, video and data services between the I-Net Buildings designated by the Town during the term of the Renewal License. Designated Users shall be able to transmit video Signals to other institutions using a Licensee-provided modulator and/or other necessary equipment, and data using a licensee-provided Computer Modem. Any and all Signals on the I-Net shall be those specified by the Town.

(d) At its sole cost, the Licensee shall provide, install and maintain all equipment required to enable the I-Net to meet the uses delineated in paragraph (b) above, including, but not limited to, termination equipment, including Termination Node and Computer Modem equipment, at each of the I-Net Buildings to be connected to the I-Net, except that the Termination Nodes for the North Road Fire Station and the Boston Post Road Fire Station shall be supplied at a future date pursuant to paragraph (e) below. The Town agrees not to alter or adjust any Licensee-owned I-Net equipment without approval from Licensee personnel. However, the Town shall be permitted to connect it's own termination or end-user equipment to the I-Net. The Licensee shall be responsible for maintenance, repair, and operation of the entire I-net, as well as isolation of failures to individual components thereto, except that the Licensee shall not be responsible for the repair or replacement of any component owned by the Town.

~~(e) On or before the fourth anniversary of the Execution Date of this Renewal License, the Town shall make a payment to the Licensee in the amount of the lesser of Twenty-Two Thousand Dollars (\$22,000.00) or the Licensee's actually incurred cost to purchase the eleven (11) Termination Nodes for I-Net Buildings #4 thru 14, as listed in Exhibit 1 hereto. Upon request, the Licensee shall provide the Issuing Authority with receipts documenting said actually incurred costs no later than December 1, 2001. Omitted. [Amended November 19th, 2001]~~

(f) When the Town is ready to activate either or both of the two (2) Satellite Fire Stations at any time during the term of this Renewal License, the Licensee and the Town shall conduct good faith discussions to decide if the Termination Nodes should be bought by the Town and maintained by the Licensee, or bought and maintained by the Licensee in return for some monetarily equivalent or equal value as agreed-upon in writing by the parties. In either case, the Licensee shall facilitate the addition of these two (2) locations to the I-net at no cost to the Town, except for the cost of the Termination Nodes as described in paragraph (d) above.

(g) The I-Net Hub shall be located in a Town-owned building or facility. The Town shall provide the Licensee with adequate space for I-Net equipment on or in Town property.

The Licensee's equipment rack shall not be made available to accommodate or house Town-owned equipment. The Town shall be responsible for providing separate space for its own I-Net equipment.

(h) Two (2) single-mode fibers shall have a Licensee-provided termination at each I-Net Building. One forward fiber shall be used exclusively for upstream transmission(s) from the I-Net to the Town's Hub location in the Town and one fiber for downstream transmission(s).

(i) The I-Net shall be maintained by the Licensee as follows:

(1) The I-Net shall be maintained at all times in the downstream and upstream mode(s) to conform with applicable FCC standards and the Licensee shall document how its regular-monitoring procedures serve to achieve that result. Such documentation shall be made available to the Issuing Authority and/or its designee upon reasonable request.

(2) 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 during Normal Business Hours, and by 7:00 a.m. the next business day during non-business hours.

(3) The Town shall identify, and provide to the Licensee, the name and a telephone number for the I-Net Administrator.

(4) For scheduled I-Net maintenance activities, and scheduled Subscriber Network 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 (1) week notice to the I-Net Administrator, unless otherwise agreed to by the I-Net Administrator.

(5) For all Cable System maintenance activities likely to impact I-Net service, scheduled or otherwise, the Licensee shall notify the I-Net Administrator prior to the commencement of any such work.

(6) All requests for I-Net maintenance shall be coordinated by the I-Net Administrator.

(7) The Licensee shall have responsibility for, and control of, channel assignments. The I-Net Administrator shall approve changes regarding I-Net channel assignments before they are instituted by the Licensee, which approval shall not be unreasonably denied.

(j) The Town shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to, carrying Internet service(s) from third parties for Town use on the I-Net for the Town's internal use only, without charges of any kind levied by the Licensee.

(k) All remote I-Net video transmissions shall be sent on an Upstream Channel to the I-Net Hub, where such transmissions shall be reprocessed, switched and designated on the

appropriate Downstream Channel(s) on the I-Net or the Subscriber Network. The Licensee shall be responsible for the connecting and reprocessing of all Upstream Channel video Signals to the appropriate Subscriber Network Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Issuing Authority and/or the Town.

(l) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of the Renewal License, except for equipment not directly under its control and/or ownership. The Licensee shall be responsible for all necessary I-Net inspections and performance tests. Tests shall be performed at least approximately once every six (6) months. Test results shall be submitted to the I-Net Administrator upon written request.

(m) The I-Net shall be maintained and operated in compliance with applicable FCC Technical Specifications and all other I-Net-related provisions of this License as may be amended from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed with such 7-day period.

(n) For the term of this Renewal License, the Licensee shall hold all rights and title in the I-Net, but shall provide the Town the exclusive right to use the I-Net, without charge(s), throughout the term of this Renewal License.

(o) The Licensee and the Issuing Authority hereby agree that the embedded cost for the construction of the I-net is Two Hundred and Thirty Thousand Dollars (\$230,000.00).

### **Section 3.03            EMERGENCY ALERT SYSTEM**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

### **Section 3.04            PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

### **Section 3.05            CHANGE-OVER PROCEDURES**

The Licensee's upgrade to a 750 MHz Cable System (or its equivalent or greater) shall be in accordance with the following procedures:

(a) Before any Subscriber is changed-over to the upgraded System, the Licensee shall inform all Subscribers of pertinent facts regarding such changeover.

(b) Periodically, the Licensee shall notify residents of the areas that are subject to changeover by direct mail and one local channel, and provide either an informed representative or a recorded message, updated as upgrade events require, via a publicly listed and toll free telephone number for Sudbury Subscribers, to inform residents regarding these matters.

(c) The Licensee hereby informs the Town that during the change-over period, there will be no installation charges to existing Subscribers for change-over to the 750 MHz System (or its equivalent or greater); provided, however, additional installation charges may be applicable for ancillary or other special or new Service(s), at the discretion of the Licensee, if allowed by applicable law.

### **Section 3.06 NOTICE CONCERNING CONSTRUCTION ACTIVITIES**

On a monthly basis during its upgrade of the Cable System, the Licensee shall supply the Issuing Authority, the Department of Public Works and the Chief of Police with a map or a list of the areas of the Town which are anticipated to be under construction the following month. The Licensee shall, at the request of the Issuing Authority, furnish the Issuing Authority or its designated representatives with progress reports indicating in detail the progress in the upgrade of the Cable System.

## **ARTICLE 4. CABLE SYSTEM AVAILABILITY, LINE-EXTENSION AND OPERATION**

### **Section 4.01 SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The Licensee shall make its Cable System Service available to all residents of the Town, within seven (7) days of a request therefore, subject to paragraphs (b), (c) & (d) below.

(b) Installation charges shall be in conformance with the rate regulation provisions of the Cable Act. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 150' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges.

(c) All future line extensions and developments shall be built within six (6) months of notification from the Town or developer of the availability of access to poles for aerial construction, or within six (6) months of written notification from the Town or developer of the availability of access to a joint trench in underground areas. Where said notification is not provided to the Licensee or when a developer does not make joint trenches available in underground areas, such line extensions and developments shall be built within six (6) months after the roads within said line extensions or developments are accepted as Public Ways, subject to Section 4.01(d) below; provided, however, that in the case of underground construction, the six (6) month requirement shall not apply where asphalt is not available or where the Town or State has a "road-cut moratorium" in place, or with respect to both aerial and underground construction, when homes are not expected to be occupied within the next six (6) months.

(d) All future line extensions and developments shall be built at the Licensee's sole cost and expense; provided, however, that in cases where underground construction is required and the Licensee is not required or permitted to construct in accordance with section 4.01c supra, and the density of such new construction is less than twenty-five (25) homes per mile, the Licensee shall have the right to charge line extension fees to cover the costs of building such underground cable plant along the Public Way. Any such line extension costs shall be calculated according to Section 4.02 below. This is the only situation where a potential Subscriber can be charged line extension fees after the Execution Date of this Renewal License.

### **Section 4.02 LINE EXTENSION POLICY**

Solely in cases where underground construction is required and the Licensee does not receive notification of joint trenching access, and the density of such new construction is less than twenty-five (25) homes per mile, the Cable Television System shall be further extended upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of

extending such service divided by the number of Subscribers in such area minus the costs extending service to the Subscriber in an area that meets the twenty (25) Subscribers per mile of cable plant and/or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of cable service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

- C equals the cost of construction of new plant from the termination of existing cable plant;
- CA equals the average cost of construction per mile in the primary service area;
- LE equals the number of dwelling units requesting service in the line extension area;
- P equals the twenty-five (25) Subscribers per mile of plant; and
- SC equals the per Subscriber contribution in aid of construction in the line extension area.

#### **Section 4.03 LOCATION OF CABLE TELEVISION SYSTEM**

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

#### **Section 4.04 UNDERGROUND FACILITIES**

(a) In the areas of the Town having telephone lines and electric utility lines 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 companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at a cost in compliance with applicable law(s).

(b) 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 be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

#### **Section 4.05        TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

#### **Section 4.06        RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, 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 4.07        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. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

#### **Section 4.08        DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/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 4.09        SAFETY STANDARDS**

The Licensee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the rules and regulations of the Cable Division and the FCC, all State and local laws, 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 4.10            PEDESTALS**

In any cases in which pedestals housing active and passive devices are to be utilized in Town Public Ways, or streets, such equipment must be installed in accordance with applicable Town rules, regulations and/or by-laws. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.13 infra.

#### **Section 4.11            PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, 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 4.12            RIGHT TO INSPECTION OF CONSTRUCTION**

The Issuing Authority and/or its designee(s) shall have the right to inspect 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 this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

#### **Section 4.13            CONSTRUCTION MAPS**

Upon request, the Licensee shall file with the Issuing Authority strand maps of all Renewal constructed Cable System plant in a computer-readable format. If changes are made in the Cable System, the Licensee shall file updated maps annually, not later than fourteen (14) days after each anniversary of the Effective Date of this Renewal License.

#### **Section 4.14            COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation including line extension, if applicable, and Service.

#### **Section 4.15            STANDBY POWER**

Upon the completion of the upgrade of the cable system to 750 MHz (or its equivalent or greater) as referenced in Section 3.01, the Licensee shall maintain standby power at the Headend facility and any sub-Headend facility services to the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request, the Licensee shall furnish evidence to the Issuing Authority that such standby power has been tested annually and is in good repair.

#### **Section 4.16            INTERNAL HOME WIRING**

Subscribers may, to the extent compatible with the Cable System and not in violation of any signal leakage requirements, use their own home wiring and outlets for interconnection to use the Cable System for outlets and additional outlets, subject to applicable law. The Licensee shall, upon request, make available to Subscribers its specifications and policies concerning the requisites of home wiring compatibility with the Cable System. The parties acknowledge the Licensee has a right to disconnect such home wiring interconnections to the Cable System in the event signal leakage is occurring and is in violation of FCC signal leakage requirements.

#### **Section 4.17            RELOCATION OF FIRE ALARMS**

The Licensee shall not relocate any fire alarm cable or equipment except with the consent and approval of the Sudbury Fire Chief. Any transfer of fire alarm cables or equipment shall be performed by the Sudbury Fire Department and/or its designee(s). The Licensee shall reimburse the Town, at cost, for any reasonable expenses, including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for the Licensee's cable to the extent that the Licensee's attachments cause a fire alarm to be out of compliance with applicable code.

#### **Section 4.18            LOSS OF SERVICE-SIGNAL QUALITY**

The Licensee shall comply with all applicable FCC regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Licensee, after fourteen (14) days notice from the Issuing Authority, shall cure any deficiency; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good-faith discussions concerning possible remedies for consistent Signal degradation, provided that the Licensee shall not be obligated to maintain a signal quality better than required by FCC regulations.

#### **Section 4.19            "DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

## **ARTICLE 5. SERVICES AND PROGRAMMING**

### **Section 5.01 BASIC SERVICE**

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to statute or regulation.

### **Section 5.02 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 2**, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Sudbury Programming line-up at least thirty (30) days before any such change is to take place.

### **Section 5.03 LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

### **Section 5.04 VCR/CABLE COMPATIBILITY**

In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall make available to any Subscriber, for purchase, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except in instances where there exists two (2) or more scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License.

### **Section 5.05 SIGNAL ENCODING**

(a) Subject to applicable law(s), the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals and/or (2) any of the PEG Access Channels. For purposes of this Section 5.05(a), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(b) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

## **Section 5.06 CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

## **Section 5.07 FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS & SCHOOLS**

(a) The Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service to each floor of all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in **Exhibit 3**, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Service and related maintenance.

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

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

## **Section 5.08 CHANGES IN CABLE TELEVISION TECHNOLOGY**

(a) At the performance evaluation hearing(s), pursuant to Section 10.02 infra, the Licensee shall review with the Issuing Authority and/or its designee(s) changes in relevant cable television technology that might benefit Sudbury Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing.

(b) Notwithstanding the annual requirements of paragraph (a) above, upon request, the Licensee shall keep the Issuing Authority up-to-date on those technological developments that will

have an impact on Sudbury Subscribers including, but not limited to, new Subscriber equipment for the home.

## **ARTICLE 6. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT**

### **Section 6.01 PEG ACCESS PROGRAMMING**

Subject to Section 6.11 infra, the Licensee shall continue to be responsible for providing public, educational and governmental ("PEG") Access Programming, facilities and equipment to the residents of the Town, pursuant to the provisions of this Article 6. To this end, the Licensee shall:

- (1) Continue to operate and maintain its current PEG Access/LO studio in accordance with Sections 6.02 below;
- (2) Continue to provide personnel support for PEG Access Programming in accordance with Section 6.03 below;
- (3) Provide, operate and/or program the PEG Access Channels provided in accordance with Section 6.04 below;
- (4) Provide funding for equipment, with the funds allocated for such purposes in Section 6.05 below;
- (5) Work with, report to and seek input from, the Cable Television Committee regarding the operation and management of PEG Access Programming, in accordance with Section 6.06 below;
- (6) Continue to conduct training programs in the skills to produce PEG Access Programming and provide technical assistance and production services to PEG Access Users; and
- (7) Continue to assist Users in the production of Video Programming by, for, or about Town people, issues, events and activities.

### **Section 6.02 OPERATE PEG ACCESS/LO STUDIO**

For the purposes of this License, references to the Sudbury Studio, its personnel, its budget, etc., shall be construed to refer to and include not only the current PEG Access/LO studio located at the Lincoln-Sudbury Regional High School, but also any remote facilities equipped by the Licensee for the benefit of the Town. Equipment referred to as being used in these studios shall also include equipment used for remote recording and origination.

(a) Subject to Section 6.11 below, the Licensee shall continue to operate, equip, staff, manage and maintain its current PEG Access/LO studio for the production and cablecasting of PEG Access/LO Programming for the entire term of this Renewal License. The studio and all equipment shall be maintained in good and safe working order. The Licensee shall continue to provide Technician support as needed at no cost to the Town and/or Subscribers.

(b) The Licensee shall operate its Sudbury studio with a minimum annual budget for operating expenses starting in Year One of this Renewal License in the amount of Nine Thousand Seven Hundred Dollars (\$9,700.00). For each year thereafter, the Licensee shall increase said Sudbury operating expenses by five percent (5%). ~~Any amounts unspent at the end of any year of this Renewal License shall be carried forward to the next year's Operating Expense budget, or, upon request by the Issuing Authority, to the next year's Capital Budget as described in section 6.05(b) infra.~~ **Any amounts unspent at the end of any year of this Renewal License shall be treated as described in section 6.12 infra.** Said budget for operating expenses shall not include the following: (i) insurance costs, including, but not limited to, workers compensation insurance, comprehensive general liability insurance and property insurance; and (ii) accounting and legal services. *[Amended November 19th, 2001]*

(c) In addition to the annual budget pursuant to paragraph (b) above, the Licensee shall also spend at least Thirty Thousand Dollars (\$30,000.00) for Sudbury Programming as described in 6.03(a) infra, such amount covering the salary of the Sudbury PEG Access Coordinator, as well as Ten Thousand Dollars (\$10,000.00) per year in benefits for said PEG Access Coordinator, both amounts of which shall increase by five percent (5%) each year, subject to the following: For any year, the Licensee may spend less than the aforementioned amounts, provided that, at the end of the year, **any amounts unspent at the end of any year of this Renewal License are treated as described in section 6.12 infra.** ~~the difference is transferred to the following year's Operating Expense Budget as described in section 6.02(b) supra, or, upon request by the Issuing Authority, to the next year's Capital Budget as described in section 6.05b infra.~~ *[Amended November 19th, 2001]*

(d) On an annual basis, no later than November 15<sup>th</sup> of each year of this Renewal License, the Licensee shall provide the Cable Television Committee with its draft studio budget, in writing, for the following year. No later than January 15<sup>th</sup> of each year of this Renewal License, the Licensee shall provide the Cable Television Committee with its actual studio budget, in writing, for the previous year.

(e) There shall be no charges to the Town of Sudbury for the provision of said PEG Access annual funding. The Licensee and the Issuing Authority hereby agree that the embedded cost for PEG Access annual funding as of the Effective Date of this Renewal License is Thirty Five Thousand Dollars (\$35,000.00) per year.

(f) The studio shall be for the exclusive use of Sudbury PEG Access Users (which shall include students at Lincoln-Sudbury Regional Schools and the Sudbury Public Schools) and the LO Programming staff for Sudbury LO and PEG Channel purposes only, on a first come, first-serve basis. The Lincoln-Sudbury Regional Schools and the Sudbury Public Schools, and any teachers and staff assigned by them, shall have full use of the studio for any educational purpose, including, but not limited to the teaching of classes and for instruction. The Licensee and the Schools shall cooperate with respect to the use of the studio. The studio shall not be used for any other purpose or for the benefit of any other persons than those referenced herein, unless otherwise agreed to by the Issuing Authority or its designee in advance of such intended use.

### **Section 6.03            PEG ACCESS PERSONNEL SUPPORT**

(a)     No later than March 1, 2001, the Licensee shall provide a full-time PEG Access Coordinator based at its Sudbury studio every week, for, and in support of, Sudbury-only PEG Access Programming, for a minimum of forty (40) hours per week, from March 1, 2001 through the expiration of this Renewal License. Said PEG Access Coordinator shall assist in the production of Sudbury PEG Access Programming only, and shall operate out of the Sudbury studio. From the Execution Date through March 1, 2001, the Licensee shall continue to provide a half-time PEG Access Coordinator based at its Sudbury studio every week, for, and in support of, Sudbury-only PEG Access Programming, for a minimum of twenty (20) hours per week, during said period only. The Licensee may utilize said PEG Access personnel in other communities, on a reasonable basis, provided that said personnel meet the hours-per-week requirements above.

(b)     The Licensee and the Issuing Authority and/or its designee(s) shall work with each other in good faith to ensure that the hours of said staff person(s) meet the needs of Sudbury Subscribers, PEG Access producers and other Users.

(c)     Said personnel shall comply with the roles and scope of services to be provided to, and as required by, the Town of Sudbury by the Licensee, as further described in **Exhibit 4**, attached hereto, and made a part hereof. The PEG Access Coordinator may have other duties or provide other services related to the provision of PEG Access programming beyond what is described in **Exhibit 4**. If the Licensee believes that its in the best interest of the Subscribers to materially change said description, the Licensee may do so with the advance written permission of the Issuing Authority, which permission shall not be unreasonably denied.

(d)     The Licensee's PEG Access Coordinator shall provide support to, assist and cooperate with, Town or School personnel and residents in producing and cablecasting events of interest to Sudbury Subscribers including, but not limited to, governmental meetings, public hearings, and other Sudbury events. The Licensee acknowledges that cablecast of government meetings is of great importance to the Town and shall make reasonable efforts, in good faith, to provide live coverage of Annual Town Meeting; and to provide live or videotaped coverage of Board of Selectmen's meetings and certain other meetings of general interest as designated by the Issuing Authority, if volunteers cannot be found to do so.

(e)     There shall be no charges to the Town or Schools for the provision of said PEG Access personnel, nor shall the Licensee in any way externalize and/or otherwise pass-through in a benchmark proceeding the costs of such Access personnel to Sudbury Subscribers, except as described in section 8.06 infra.

### **Section 6.04            PEG ACCESS CHANNELS**

(a)     Upon the Effective Date, the Licensee shall make available to the Town and/or the Access Corporation two (2) Downstream PEG Access Channels for Sudbury PEG Access use.

(b)     The Licensee shall provide a third downstream PEG Access Channel for use by the Town and/or its designee(s) when both PEG Access Channels, pursuant to paragraph (a)



above, are being programmed with locally produced programming eighty-five percent (85%) of the available cablecast hours in a two (2) month period.

(i) For purposes of this Section 6.04(b), "available cablecast hours" shall mean the hours of 4:00 PM to 10:00 PM.

(c) Said PEG Access/LO Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town, Subscribers and/or PEG Access Users.

(d) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channel(s), once established, without the advance, written notice to the Issuing Authority.

(e) Said PEG Access Channel(s) shall be maintained, made available and operated by the Licensee, the Town, and/or the Schools at no charge to Users. Operating rules for such channels shall be formulated, and periodically revised, when necessary, in cooperation with the Cable Television Committee, pursuant to Section 6.07 below.

(f) The Licensee shall monitor the PEG Access Channel(s) for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels.

(g) There shall be no charges to the Town of Sudbury for the provision of said PEG Access Downstream Channels, nor shall the Licensee in any way externalize and/or otherwise pass-through in a benchmark proceeding the costs of such PEG Access Channel(s) to Sudbury Subscribers.

(h) Pursuant to Section 6.08 infra, the Licensee shall be responsible for ensuring that PEG Access Programming can be originated from the remote locations listed in ***Exhibit 5***, attached hereto and made a part hereof, and sent to the Headend or Hub on an Upstream Channel(s) provided by the Licensee, for interconnection with and on said Downstream PEG Access Channels.

## **Section 6.05      PEG ACCESS EQUIPMENT**

(a) No later than February 1, 2001, the Licensee shall provide funding for PEG Access equipment only, in the amount of ~~Sixty-Five Thousand Dollars (\$65,000.00)~~ **Seventy-Two Thousand Dollars (\$72,000.00)**. Any amounts in said funding not expended by the end of the year shall be carried-forward and added to the following year's equipment budget described in Section 6.05b infra. *[Amended November 19th, 2001]*

(b) The Licensee shall also provide annual funding for PEG Access equipment in the amount of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) for each of Years Two through Nine of this Renewal License, for eight (8) annual payments, for total equipment funding of Seventy Thousand Dollars (\$70,000.00). Said funding shall be made available on January 15<sup>th</sup> of each year of this Renewal License, commencing on January 15, 2002 . ~~Any amounts in said~~

~~funding not expended by the end of each year shall be carried forward to the following year's equipment budget. Any such funding remaining at the end of this Renewal License shall be paid to the Town no later than ninety (90) days prior to the expiration date of this Renewal License.~~  
**Any amounts unspent at the end of any year of this Renewal License shall be treated as described in section 6.12 infra. [Amended November 19th, 2001]**

(c) The specific equipment to be purchased using said funding shall be the decision of the Issuing Authority or its designee(s), with input from the Licensee. All funded equipment will be ordered within fifteen (15) days after requested by the Issuing Authority, and will be installed within fifteen (15) days of receipt by the Licensee.

(d) The Licensee shall not include the first One Hundred and Thirty-Five Thousand Dollars (\$135,000) in capital costs for PEG Access Equipment as external costs, as defined and used in the FCC regulations, in any Subscriber benchmark rate filing.

(e) Subject to Section 6.11 infra, the Licensee shall own, install, maintain, repair, insure and replace all PEG equipment at its sole cost and expense. All such equipment shall continue to be deployed in the Town. Portable equipment shall be available at all reasonable times for live transmission or video taping outside the studio. In the event that any such equipment must be repaired and such repair shall take in excess of fourteen (14) days, the Licensee shall provide temporary replacement equipment.

(f) Any permanent affixations including, but not limited to internal wiring, conduits or fixtures, but excluding amplifiers and other electronics, shall become the property of the School or Town authority that governs the building, at such time, if any, that said governing authority notifies the Licensee in writing of the same.

(g) The Licensee shall, upon reasonable request by the Issuing Authority or its designee, provide the use of a mobile production van to the Town or its designee. Said mobile production van shall be provided four (4) times per year. Thereafter, beginning on the 5th day of use in any one year, the cost of the van to the Town or its designee shall be Seven Hundred Fifty Dollars (\$750) per day for each day the van is used thereafter that calendar year. The Town shall pay the Licensee for these uses of the van within 60 days of billing. The Licensee shall not include any amounts related to the provision of a mobile production van as an external costs, as defined and used in the FCC regulations, in any Subscriber benchmark rate filing. All parties, including Town Departments and the Schools shall obtain the approval of the Issuing Authority or its designee prior to obtaining use of the van.

(h) The Licensee shall provide the Issuing Authority with an annual inventory of the studio equipment within thirty (30) days of each anniversary of the Effective Date of this Renewal License. For each piece of equipment, this inventory should include the equipment's condition and purchase date.

(i) In no case shall the value of said PEG Access equipment, in paragraphs (a) and (b) herein be counted against (i) the annual PEG Access programming budget, pursuant to Section 6.02 above; (ii) the Access Corporation budget, if applicable, pursuant to Section 6.11 below; (iii) any License Fee payment, required by Section 7.01(a) infra; and/or (iv) and/or any other fees or payments required by this Renewal License and/or applicable law.

(j) There shall be no charges to the Town and/or PEG Access Users for said PEG

Access equipment funding, nor shall the Licensee in any manner externalize and/or otherwise pass-through in a benchmark proceeding the first ~~One Hundred and Thirty-Five Thousand Dollars (\$135,000)~~ **One Hundred and Forty-Two Thousand Dollars (\$142,000)** of PEG Access equipment funding costs to Subscribers. *[Amended November 19th, 2001]*

## **Section 6.06            PEG ACCESS PROGRAMMING MANAGEMENT**

Subject to Section 6.11 below, the Licensee shall have the continuing responsibility of providing PEG Access Programming to Sudbury Subscribers throughout the term of this Renewal License. PEG Access Programming shall be a cooperative effort among the Licensee, the Issuing Authority and the Cable Television Committee. The Licensee shall report to and consult with the Cable Television Committee regarding (i) the annual studio budget, pursuant to Section 6.02 above, (ii) the roles and duties of studio personnel pursuant to Section 6.03 above; and (iii) PEG Access equipment to be purchased pursuant to Section 6.05 above.

In addition to the above, annual, and upon request quarterly, reports shall be made to the Issuing Authority by the PEG Access Coordinator. Such reports should include the number of hours of programming, with new and repeat programming itemized separately. The report should also describe hours and times the Community Television Center was open to the public, the hours the access coordinator worked, and the names of new programs and their producers.

## **Section 6.07            CENSORSHIP**

Neither the Issuing Authority, the Town or the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

## **Section 6.08            ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from any location, identified in **Exhibit 5**, to the Headend or Hub, on an Upstream Channel made available, without charge, to the Town for its use. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is properly switched, either manually or electronically, to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment in order to switch Upstream Signals from the Town to the designated Downstream Access Channel.

## **Section 6.09            PROGRAMMING AVAILABLE TO OTHER LICENSEES**

In the event that other cable operators are issued licenses in Sudbury, it is the intent of the Town that all PEG Access Programming, and all Public Meetings produced in whole or in part using the Licensee's PEG Access facilities, shall be available on a non-discriminatory basis to all Sudbury cable Subscribers, regardless of their cable operator.

- (a) All Public Access Programming engineered, taped, and produced by Sudbury Public Access producers shall be the sole property of said Public Access producers, and, as such, will be eligible for cablecast on systems not owned or operated by the Licensee, for non-commercial purposes. This includes Programming created or edited using Licensee-owned equipment, and/or with the advisory assistance of employees of the Licensee.
- (b) Public Meetings that are cablecast live and/or recorded in whole or in part by the Licensee's personnel shall be made available, on a non-discriminatory basis, to other licensed Sudbury cable operators, provided that such operators mutually agree on equitable pooling arrangements for personnel and equipment, without duplication of personnel or equipment present at the meetings. The Licensee shall make good faith attempts to develop such equitable arrangements with other licensed Sudbury cable operators, in support of the goals expressed at the beginning of this section.
- (c) The Licensee may make pooling agreements with other operators for Programming that is not discussed in sections a) and b) above.
- (d) The cost of interconnection shall be borne by any such additional cable operator(s).

## **Section 6.10            REPORTING OF PEG FUNDING**

Unless the "PEG Access Option" has been exercised, the Licensee will provide the Issuing Authority with a periodic, itemized accounting of all PEG funding, including all funding pursuant to Section 6.02 and Section 6.05 supra, so that the Town can confirm that the Licensee's PEG-related financial commitments are being met. This accounting must be provided at least once per year, but shall also be provided within fifteen (15) days when requested by the Issuing Authority at other times, not to exceed twice a year. The Town agrees to treat the PEG Access Coordinator's salary and benefit information as confidential pursuant to Section 13.01b infra.

## **Section 6.11            ACCESS CORPORATION MANAGEMENT OPTION**

The Issuing Authority shall have the option to transfer management of PEG Access Programming from the Licensee to the Issuing Authority and/or the Access Corporation (the "PEG Access Option") as follows:

- (a) Commencing upon the third anniversary of the Execution Date of this Renewal License, the Issuing Authority shall have the right to exercise the PEG Access Option at any time during this Renewal License. Should the Issuing Authority choose to exercise the PEG Access Option, it shall provide twelve (12) months advance written notice to the Licensee.

(b) The Licensee shall provide annual funding to the Access Corporation for PEG Access Programming in the amount of the greater of three percent (3%) of its Gross Annual Revenues, as defined in Section 1.01(22) supra or the Licensee's then current annual funding in support of Sudbury local Programming, including the funding in Section 6.02(b) supra, Section 6.02(c) supra and Section 6.05(b) supra. Such funding shall be made to the Access Corporation on a semi-annual basis, each such payment covering the previous six (6) month period.

(c) At the time that the Access Option is exercised, the PEG Access Coordinator position salary and benefits, pursuant to Section 6.02(b) supra, shall be valued at the greater of (i) the initially budgeted \$40,000.00 per year for salary and benefits, which amount shall be increased by five percent (5%) for each year of this Renewal License prior to the exercise of the Access Option, or (ii) one hundred thirty-three percent (133%) of the PEG Access Coordinator's then-existing salary at the time the Access Option is exercised. Funding for Access Corporation staff and for operating expenses shall be increased by five percent (5%) per year for the remainder of this Renewal License upon the exercise of the Access Option.

(d) The Licensee's directly-borne funding of the studio after the Access Option is exercised shall not be less than its directly-borne funding when the studio was under its control.

(e) At the time that the Access Option is exercise, the Licensee shall give to the Issuing Authority or the Access Corporation all unspent funding pursuant to Section 6.02 and Section 6.05 supra.

(f) At the time that the Access Corporation begins to manage PEG Access Programming, title to all equipment in the Sudbury studio shall vest with the Issuing Authority and/or the Access Corporation. For purposes of this Section 6.11(d), such equipment shall be deemed to have a total value of one dollar (\$1.00).

## **Section 6.12            UNSPENT ACCESS FUNDS**

**a) Within thirty (30) days after every anniversary of the Renewal License, the Licensee shall notify the Issuing Authority in writing of the unspent balances of the Access Operating Expense Budget (as described in 6.02b supra), the Access Coordinator Salary and Benefits Budgets (as described in 6.02c supra) and the Access Equipment Budget (as described in 6.05b supra). Within thirty (30) days of receiving this information, the Issuing Authority may request the Licensee to provide all or a portion of these funds to the Town, in a direct payment to be used for PEG Access and other cable-related purposes. The Licensee shall make such payment to the Town within fifteen (15) days of receipt of said written request from the Issuing Authority. The remaining balances of unspent operating expenses and Access Coordinator salary and benefits shall be carried forward to the next year's Operating Expense budget, as described in Section 6.02b supra, or, upon request by the Issuing Authority (within 30 days of receiving the budget information as described above), to the next year's Access Equipment budget as described in Section 6.05b supra. The remaining Access Equipment balance shall be**

carried-forward to the next year's Access Equipment budget as described in Section 6.05b supra. Any Access Capital, Operating Expense, and/or Access Coordinator Salary and Benefit balances unspent at the end of the term of this Renewal License shall be transferred to the Town to be used for PEG Access and other cable-related purposes. The Licensee will make such payment to the Town within thirty (30) days of the end of the term of this Renewal License. *[Amended November 19th, 2001]*

b) On or before November 30th, 2001, the Licensee shall make a direct payment to the Town of One Thousand Dollars (\$1,000) to be used for PEG Access and other cable-related purposes, and deduct this amount from the first year Access Coordinator Salary unspent balance as described in Section 6.12a supra. *[Amended November 19th, 2001]*

## **ARTICLE 7. LICENSE FEES**

### **Section 7.01 LICENSE FEE ENTITLEMENT**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher 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 Issuing Authority decides to collect a License Fee in the future expressed as a percentage of the Licensee's Gross Annual Revenues, the Issuing Authority and the Licensee shall enter into good faith negotiations regarding such an increased License Fee. In the event that the Issuing Authority and the Licensee agree on such an increased License Fee expressed as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's responsible financial officer documenting, in reasonable detail pursuant to Section 13.02(b) infra, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

### **Section 7.02 PAYMENT**

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

### **Section 7.03 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

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

#### **Section 7.04            LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before 20 days after the dates fixed in Section 7.01 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.04 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.01 hereof 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 7.05            RECOMPUTATION**

(a) In the event that the Issuing Authority receives a License Fee pursuant to Section 7.01(b) above, tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.06. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days 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) upon reasonable advance notice to Licensee, which shall be based upon Licensee's fiscal year and shall occur in no event later than one (1) year after the Licensee's fees are tendered with respect to such fiscal year. If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. If an audit discloses underpayment to the Town in excess of five percent (5%) or \$5,000, whichever is greater, the Licensee shall pay all costs of such audit. If the audit discloses underpayment to the Town of less than five percent (5%) or \$5,000, whichever is greater, or overpayment to the Town, the Town shall pay all costs of such audit. If the Licensee has overpaid the Town, such overpaid amounts shall be credited against the next payment due.

#### **Section 7.06            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 applicable revenues from operation of the Cable System to the detriment of the Town under this Renewal License. Use of the Cable System by Affiliates shall be in compliance with applicable State and Federal Laws.



**Section 7.07            METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

## **ARTICLE 8. RATES AND CHARGES**

### **Section 8.01 RATE REGULATION**

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

### **Section 8.02 NOTIFICATION OF RATES AND CHARGES**

(a) In accordance with applicable laws and regulations, 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.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 6***.

### **Section 8.03 PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

### **Section 8.04 CREDIT FOR SERVICE INTERRUPTION**

In accordance with the regulations of the Cable Division, as may be amended from time to time, 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 8.05 SENIOR CITIZEN DISCOUNT**

The Licensee shall continue to provide all senior citizens in Sudbury, age 62 years and older, and head of household, who purchase the Licensee's Family Cable Service package, or such equivalent package, but who do not purchase any Premium Services, or discounted packages, with a two dollar (\$2.00) per month discount.

**Section 8.06            PASS-THROUGH AND ITEMIZATION OF COSTS**

(a) The Issuing Authority and the Licensee hereby agree that total annual franchise-related costs set forth in this Renewal License which may be considered an external cost pursuant to applicable law, rule, or regulation, **shall not be levied in any manner and/or amount until January 1, 2003, and thereafter** shall not exceed one percent (1.0%) of Gross Annual Revenues for the ~~entire~~ **remaining** term of this Renewal License; provided, however, that the Licensee shall collect only such amounts from Subscribers as necessary to recoup actually incurred franchise-related costs. Any amounts collected in excess of said actually incurred franchise-related costs shall be remitted annually to the Issuing Authority to be used for cable-related purposes once actual costs are recouped. Any new costs outside of this Renewal License unilaterally imposed in the future upon the Licensee by the Town by regulation, by-law, or Town or School order are not subject to the aforementioned one percent (1.0%) cap; provided, however, that such costs would otherwise be considered an external cost pursuant to applicable law, rule, or regulation. *[Amended November 19th, 2001]*

(b) Upon request, the Licensee shall annually provide to the Issuing Authority a written detailed accounting of all Renewal License costs incurred, amounts collected, and amounts remitted under Section 8.06(a) above, so that the Issuing Authority can determine compliance with said Section.

## **ARTICLE 9. INSURANCE AND BONDS**

### **Section 9.01 INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

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

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

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

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

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

(e) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

### **Section 9.02 PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). 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 this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 11.01 and 11.02 infra.

(c) Said bond shall be a continuing obligation of this 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 \$100,000.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

**(d) The amount of the performance bond referred to in sections 9.02(a), 9.02(b), and 9.02(c) supra, shall be increased to One Hundred Fifty Thousand Dollars (\$150,000) until the requirements of sections 3.01(a) and 3.02(a) supra are satisfied in their entirety, after which said bond shall revert to One Hundred Thousand Dollars (\$100,000) for the remainder of the renewal license term. [Amended November 19th, 2001]**

### **Section 9.03           REPORTING**

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies and (ii) the performance bond required herein.

### **Section 9.04           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 the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel, provided that Town Counsel is billing the Town on an hourly rate, or for a specific per-project fee. In the event that the Town employs outside counsel for the purposes set forth herein, the Licensee shall pay the costs of such outside counsel for such services.

**Section 9.05            NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and the 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 performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

## **ARTICLE 10. ADMINISTRATION AND REGULATION**

### **Section 10.01 REGULATORY AUTHORITY**

(a) 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 11.01 infra.

(b) Upon request, the Licensee shall meet with the Cable Television Committee, on a quarterly basis, as scheduled by the Cable Television Committee, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

### **Section 10.02 PERFORMANCE EVALUATION HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. 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 to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; and Programming; (ii) review current technological developments in the cable television field, pursuant to Section 5.10 supra; and (iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television 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 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 shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.01 infra.

### **Section 10.03 NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, 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 for the term of this Renewal License.

#### **Section 10.04      EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

#### **Section 10.05      REMOVAL AND RELOCATION**

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

#### **Section 10.06      INSPECTION**

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

#### **Section 10.07      JURISDICTION**

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.



## **ARTICLE 11. DETERMINATION OF BREACH, LIQUIDATED DAMAGES/LICENSE REVOCATION**

### **Section 11.01 DETERMINATION OF BREACH**

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

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

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

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Issuing Authority is not satisfied with (1) the Licensee's response pursuant to Section 11.01(a) above and/or (2) the Licensee's efforts to cure pursuant to Section 11.01(b) above, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.02 below; seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(ii) commence an action at law for monetary damages;

(iii) foreclose on all or any appropriate part of the security provided pursuant to Section 9.02 herein;

- (iv) declare the Renewal License to be revoked subject to Section 11.03 below and applicable law;
- (v) invoke any other lawful remedy available to the Town.

## **Section 11.02 REMEDIES**

(a) For failure to comply with any of the following provisions of this Renewal License, the following liquidated damages or remedies shall be provided by the Licensee to the Issuing Authority, within thirty (30) days of a finding of such non-compliance pursuant to Section 11.01 above.

(i) For failure to maintain and/or operate the Institutional Network, in accordance with Section 3.02, the Licensee shall remedy any such non-compliance by adding reasonable personnel, equipment/materials, and/or services in order to comply with said Section 3.02 and to remedy any such failure to comply or the results thereof.

(ii) For failure to comply with the PEG Access provisions in accordance with Article 6 herein, the Licensee shall remedy any such non-compliance by adding reasonable personnel, equipment/materials, and/or services in order to comply with the respective Section(s) and to remedy any such failure to comply or the results thereof.

(iii) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.05, the Licensee shall remedy any such non-compliance by adding reasonable personnel, equipment/materials, and/or services in order to comply with said Section 12.05 and to remedy any such failure to comply or the results thereof.

(iv) For failure to submit a report, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day for each day that any such noncompliance continues.

(v) For failure to test, analyze and report on the performance of the Cable System in accordance with Section 13.06, One Hundred Dollars (\$100.00) for each day that any such noncompliance continues.

**(vi) For failure to complete the requirements of Section 3.01a supra, in its entirety, by or before the date specified in that section, One Thousand Dollars (\$1000.00) per day for each day that any such noncompliance continues. [Amended November 19th, 2001]**

**(vii) For failure to complete the requirements of Section 3.02a supra, in its entirety, by or before the date specified in that section, One Thousand Dollars (\$1000.00) per day for each day that any such noncompliance continues. [Amended November 19th, 2001]**

(b) The parties agree as follows with respect to the liquidated damages/remedies pursuant to clauses (iii) (FCC Customer Service Obligations), (iv) (reports) and (v) (failure to test, analyze and report) of Section 11.02(a) above:

Said liquidated damages and damage remedy(s) shall be deemed to be within the exclusion from the term "franchise fee" provided by Section 622(g)(2)(D) of the Cable Act (47 U.S.C. 542 (g)(2)(A)-(D); and

(i) That with respect to the remedy(s) provided pursuant to clause (iii) of Section 11.02(a) above, in no case shall the cost(s) of such additional personnel, equipment/materials, and/or services personnel be counted toward a requirement of the Licensee pursuant to this Renewal License. Nor shall the cost(s) of such additional personnel, equipment/materials, and/or services be externalized, line-itemed or in any way otherwise passed-through to Subscribers.

(c) The parties agree as follows with respect to the liquidated damage remedy provisions pursuant to clauses (i) and (ii) of Section 11.02(a) above: To the extent that any additional personnel, equipment/materials, and/or services would not otherwise have been required in order to meet the Licensee's obligations under this Renewal License:

(i) Said liquidated damage remedies shall be deemed to be within the exclusion from the term "franchise fee" provided by Section 622(g)(2)(D) of the Cable Act (47 U.S.C. 542 (g)(2)(A)- (D);

(ii) The cost(s) of such remedies (i.e. additional personnel, equipment/materials, and/or services) shall not be counted toward a requirement of the Licensee pursuant to this Renewal License; and

(iii) The cost(s) of such shall not be externalized, line-itemed or in any way otherwise passed-through to Subscribers.

(d) The liquidated damages and remedies provided for in this Section 11.02 shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including, revocation, or any other statutory or judicially imposed penalties or remedies.

### **Section 11.03      REVOCATION OF THE RENEWAL LICENSE**

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

### **Section 11.04      TERMINATION**

The termination of this 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 11.01 and 11.03 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; and/or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

#### **Section 11.05 NOTICE OF LEGAL ACTION**

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

#### **Section 11.06 NON-EXCLUSIVITY OF REMEDY**

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

#### **Section 11.07 NO WAIVER-CUMULATIVE REMEDIES**

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

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

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, 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 12.01 SUDBURY CUSTOMER SERVICE OFFICE**

For the entire term of this Renewal License, the Licensee shall continue to operate a full-time customer service office in the Town of Hudson, or the Town of Sudbury or an adjacent town to Sudbury. Said customer service office shall be open for walk-in business during Normal Business Hours. The customer service office shall be computer-interconnected with the Licensee's main customer service office and shall, at a minimum, be staffed by at least one (1) customer service representative.

### **Section 12.02 TELEPHONE ACCESS**

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

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

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), 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 percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, 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.

(f) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the telephone reports, required by Section 13.04 infra, do not clearly document that the Licensee's telephone lines are accessible.

### **Section 12.03 ANSWERING SERVICE**

In the event that Licensee does not have personnel answering telephones beyond Normal Business Hours, 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. All such after-hours calls shall be logged by the Licensee. 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, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

#### **Section 12.04      INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable.

(b) The appointment window alternatives for installations, service calls and other Installation activities shall be either a specific time or, at a maximum, a four (4) hour time block during normal business hours. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall be responsible for picking-up and changing-out Converters at a Subscriber's request at no additional charge, where such change-out is initiated by the Licensee's expansion of channel capacity. In order to improve service, the Licensee reserves the right to offer Subscribers the option of bringing Converters to an office of the Licensee for drop-off or exchange themselves.

(d) For all requests for service or repair that are received during normal business hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 PM; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

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

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

(h) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

## **Section 12.05 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 7***.

## **Section 12.06 BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 6***, as the same may exist or be amended from time to time.

## **Section 12.07 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 and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

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

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall

discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

## **Section 12.08      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 which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

## **Section 12.09      EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) does not produce such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

## **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 this 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 this policy.

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

## **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) Except as permitted by Section 631 of the Cable Act, 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 or electronic authorization of the affected Subscriber; .

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

## **Section 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 an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request 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      POLLING BY CABLE**

The Licensee or its agents shall release the results of any poll only in the aggregate and without individual references, except as permitted and/or prohibited by Section 631 of the Cable Act.

## **Section 12.15      INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

**Section 12.16 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

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

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

**Section 12.17 PRIVACY STANDARDS REVIEW**

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

## **ARTICLE 13. REPORTS, AUDITS AND PERFORMANCE TESTS**

### **Section 13.01 GENERAL**

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

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If Town Counsel disagrees with Licensee's classification of confidentiality, the Parties agree to submit the document to the Cable Division for final determination. In the event of a disagreement, the parties shall submit the matter to an appropriate appellate entity.

### **Section 13.02 FINANCIAL REPORTS**

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a sworn statement of the Licensee's revenues in connection with the Sudbury Cable System. The Licensee shall also provide, in accordance with State law, a financial balance sheet (Cable Division Form 200) and statement of ownership which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.

(b) The Licensee shall also provide a separate report including the following:

- (i) All Gross Annual Revenues, as defined in Section 1.01(22) supra.
- (ii) Any other reports required by State and/or federal law.

### **Section 13.03 CABLE SYSTEM INFORMATION**

Upon 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, (i) the number of Basic Service, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

#### **Section 13.04      IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with Sections 12.02 and 12.05 herein but subject to Section 12.02(e), the Licensee shall provide, upon request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call-accounting or call-tracking system on a regional basis.

#### **Section 13.05      INDIVIDUAL COMPLAINT REPORTS**

The Licensee shall, within ten (10) business days after receiving a written request from the Town accompanied by a written authorization, or letter of complaint or similar correspondence from the Subscriber, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

#### **Section 13.06      SEMI-ANNUAL PERFORMANCE TESTS**

(a) Unless otherwise required by federal or state federal law or regulation, the Licensee shall, at no cost or expense to the Town, conduct on a semi-annual basis (i.e., twice a year), performance tests to ensure compliance with the technical specifications required by this Renewal License and applicable law and regulations, including, without limitation:

- (i) Signal level of video carrier of each activated channel;
  - (ii) System carrier to noise level(s) measured at a low and high VHF channel;
- and
- (iii) System hum modulation measured at any one frequency

(b) Data from the above tests shall be submitted to the Issuing Authority, or its designee, on a semi-annual basis within thirty (30) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; the weather conditions under which such tests were taken; measurements of Cable System performance as required by applicable law and regulations; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.

(c) All tests herein shall be performed at the Cable System Headend and at five (5) Locations in the Town farthest from their Nodes, two (2) of which locations shall be on the I-Net, and the three (3) other locations on the Subscriber Network.

(d) On a semi-annual basis, the Licensee shall, at no cost to the Town, evaluate and, upon request, report on the quality of PEG Access channels at the three (3) Subscriber Network locations above, and shall verify that the signal quality of said PEG Access channels is equivalent to that of all other channels on the cable system. Upon request, data from the above evaluation shall be submitted to the Issuing Authority, or its designee, within thirty (30) calendar

days after completion of such verification. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used, and if said requirements are not satisfactorily met, a statement as to what corrective action is to be taken.

### **Section 13.07      QUALITY OF SERVICE**

(a) Where there exists evidence 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 casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s), including the following information:

- (i) the nature of the complaint or problem which precipitated the special tests;
- (ii) the system component tested;
- (iii) the equipment used and procedures employed in testing;
- (iv) the method, if any, in which such complaint/problem was resolved; and
- (v) any other information pertinent to said tests and analysis as required.

(b) The Issuing Authority may require said inspections and/or tests be supervised by a mutually agreed upon professional cable engineer, at terms reasonably satisfactory to both the Town and the Licensee, who is not an employee or agent of the Licensee or the Town. The Licensee and the Issuing Authority shall each pay one-half (1/2) of the costs for said engineer.

### **Section 13.08      DUAL FILINGS**

If requested, by the Issuing Authority, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

### **Section 13.09      SURVEY MATERIALS**

In the event the Issuing Authority wishes to conduct its own Cable Services-related survey of Subscribers, the Issuing Authority shall provide the Licensee with the information to be mailed. The Licensee shall implement the mailing at the Town's expense. The Issuing Authority may request this service no more than three (3) times during the term of this Renewal License, provided such request is in writing and allows the Licensee a reasonable period of time in which to accomplish it.

### **Section 13.10      LINE-EXTENSION REPORTS**

(a) The Licensee shall, if requested by the Issuing Authority, submit a Line-Extension Report to the Issuing Authority, or its designee, on no greater than an annual basis, said Report containing the following information:

(i) Description of all trunk and feeder line-extensions to the Subscriber Network performed in the prior calendar year as a result of construction of new subdivisions and/or accommodation of requests for Cable Service requiring such extensions; and

(ii) Documentation of all estimates provided to Subscribers for line-extension and Drop costs related to installation of Cable Service, subject to applicable privacy provisions.

### **Section 13.11      SUBSCRIBER COMPLAINT REPORTS**

The Licensee shall comply with all applicable law and regulations regarding subscriber complaint reports and submit copies of any report(s) sent to any federal or state agency, division or commission no later than fourteen (14) days after submission to any such agency, division or commission.

### **Section 13.12      SERVICE INTERRUPTION REPORTS**

The Licensee shall comply with all applicable law and regulations regarding service interruption reports and submit copies of any reports sent to any federal or state agency, division or commission no later than fourteen (14) days after submission to any such agency, division or commission.

### **Section 13.13      INVESTIGATION**

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town 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 14.01 EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall be an Equal Opportunity Employer adhering to all Federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.77 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity annual employment report with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

### **Section 14.02 NON-DISCRIMINATION**

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

## **ARTICLE 15. MISCELLANEOUS PROVISIONS**

### **Section 15.01 ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supercedes 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 15.02 CAPTIONS**

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

### **Section 15.03 SEPARABILITY**

If any section, sentence, paragraph, term or provision of this 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 this Renewal License.

### **Section 15.04 ACTS OR OMISSIONS OF AFFILIATES**

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

### **Section 15.05 RENEWAL LICENSE EXHIBITS**

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

### **Section 15.06 WARRANTIES**

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

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



(ii) 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 Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

#### **Section 15.07      FORCE MAJEURE**

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

#### **Section 15.08      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 15.09      SUBSCRIBER TELEVISION SETS**

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

#### **Section 15.10      APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this 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, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Sudbury, Town Hall, Concord Road, Sudbury, Massachusetts 01776, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. The

delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, Cablevision of Massachusetts, Inc., 28 Travis Street, Boston, Massachusetts 02134, or such other address as the Licensee may specify in writing to the Issuing Authority, with a copy of such notice to the Licensee's Legal Department at Cablevision, 1111 Stuart Avenue, Bethpage, New York 11714. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) The Licensee shall also identify hearing(s) by periodic announcement on a Local Origination channel, if one is programmed, for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(e) Subject to subsection (c) above, all required notices shall be in writing.

## **Section 15.12 NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(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 this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

## **Section 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 this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

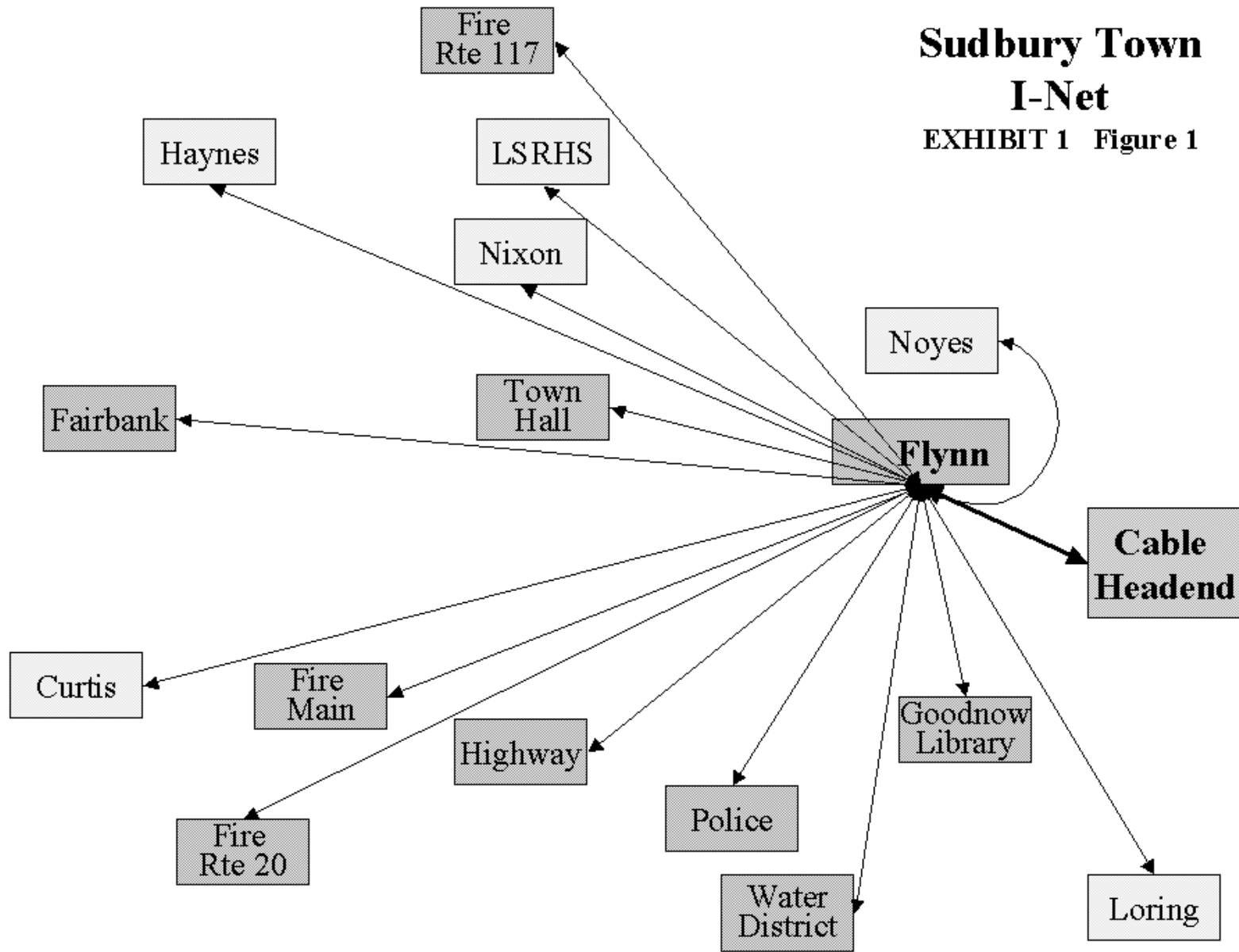
## **EXHIBITS**

## **EXHIBIT 1 - I-NET DESIGN DESCRIPTION AND BUILDINGS**

<u>Location</u>	<u>Capability</u>
1. Flynn Building, 278 Old Sudbury Road	I-Net Hub, Video and Data
2. Lincoln-Sudbury Regional High School, 390 Lincoln Road	Data and Video
3. Fairbank Community Center, 40 Fairbank Road	Data and Video
4. Sudbury Town Hall, 322 Concord Road	Data and Video
5. Nixon School, 472 Concord Road	Data and Video
6. Haynes School, 169 Haynes Road	Data and Video
7. Highway Dept., 275 Old Lancaster Road	Data
8. Curtis Middle School, 22 Pratt's Mill Road	Data and Video
9. Police Station, 415 Boston Post Road	Data
10. Loring School, 80 Woodside Road	Data and Video
11. Noyes School, 280 Old Sudbury Road	Data and Video
12. Hudson Rd. Fire Dept., 77 Hudson Road	Data
13. Water District, 199 Raymond Road	Data
14. Goodnow Library, 21 Concord Road	Data and Video
15. North Rd. Fire Dept., 268 North Road	Data
16. Boston Post Rd. Fire Dept., 550 Boston Post Road	Data

As shown in Figure 1 on the following page, the Flynn Building is the Institutional Network Hub. Two optical fibers connect the Hub to each Institutional Network location. One fiber is for upstream transmission to the Town's Flynn Building hub location and the second fiber is for downstream transmission from the Hub. All locations can receive and transmit data. Those sites designated above as "Data and Video" capable can also receive and transmit video programming to/from the Hub. The Hub also has a direct connection to the Licensee's headend which can be utilized for sending video programming upstream to the headend for distribution to cable subscribers.

**Sudbury Town  
I-Net**  
EXHIBIT 1 Figure 1



**Figure 2: Sudbury Video and Data I-Net Location**

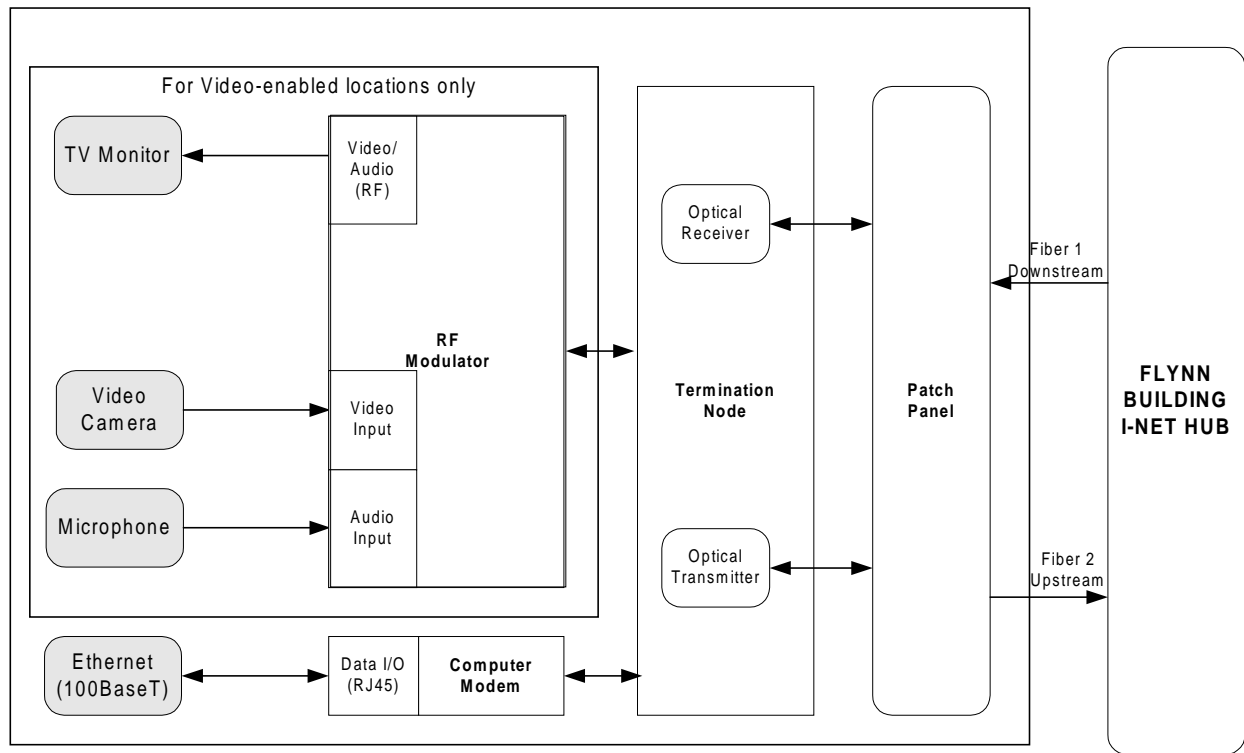


Figure 2: The Licensee is responsible for providing all components shown in the above diagram except for the shaded boxes on the far left. Licensee must provide a Patch Panel and Computer Modem for all buildings, and an RF Modulator for all buildings designated as data and video capable. For Buildings 15 and 16 (the two satellite Fire Stations), Licensee does not have to provide a Computer Modem until such time that a Termination Node is installed, pursuant to Section 3.02(f) supra.

## **EXHIBIT 2 - PROGRAMMING AND INITIAL SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of Programming:

- News/Weather Programming
- Sports Programming
- Public Affairs Programming
- Children's Programming
- Entertainment Programming
- Local Programming
- Broadcast Stations
- Educational Programming
- Financial/Business Programming
- International Programming
- Movie Programming
- Music Programming
- Religious Programming
- Science/Health Programming
- Sports Programming
- Variety Programming
- Women's/Minority Programming

For informational purposes, it is the Licensee's intention to have the following channel line-up (see next two pages following) upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

Cable Television Renewal License for Sudbury, Massachusetts, Dated November 6<sup>th</sup>, 2000  
As Amended November 19th, 2001

## CABLEVISION'S BEST VALUE PACKAGES

**HOME BOX OFFICE**  
CINEMAX  
THE DISNEY CHANNEL  
STARZ!  
SHOWTIME  
FOX SPORTS NET NEW ENGLAND  
ESPN2  
ENCORE  
*Includes Broadcast Basic, Family Cable\*, cable box and remote control*

◀ **RAINBOW GOLD**  
**\$60.76 MONTHLY\***  
*Optional: Add Playboy Television or NESN for an additional \$3.95 each monthly.*

**HOME BOX OFFICE**  
CINEMAX  
THE DISNEY CHANNEL  
FOX SPORTS NET NEW ENGLAND  
ESPN2  
ENCORE  
*Includes Broadcast Basic, Family Cable\* cable box and remote control*

◀ **RAINBOW**  
**\$50.76 MONTHLY\***  
*Optional: Add Playboy Television or NESN for an additional \$7.95 each monthly.*

**HOME BOX OFFICE**  
THE DISNEY CHANNEL  
*Includes Broadcast Basic, Family Cable\*, cable box and remote control*

◀ **FAMILY PLUS**  
**\$49.45 MONTHLY\***  
*Optional: Add Playboy Television or NESN for an additional \$7.95 each monthly.*

**SPECTRUM PLUS\*- \$8.95 MONTHLY**

FOX SPORTS NET NEW ENGLAND	THE DISNEY CHANNEL
ESPN2	ENCORE

*Optional: Add Playboy Television or NESN for an additional \$7.95 each monthly.*

**FAMILY CABLE\*  
\$33.95 MONTHLY**

A&E ESPN TNT QVC VH1	MTV CNN C-SPAN C-SPAN 2 CNBC COURT TV VALUEVISION	MUCHMUSIC NICKELODEON SCI-FI CHANNEL HEADLINE NEWS CARTOON NETWORK THE LEARNING CHANNEL THE WEATHER CHANNEL FOX FAMILY CHANNEL COMEDY CENTRAL USA NETWORK MOVIEPLEX	EI ENTERTAINMENT TELEVISION COUNTRY MUSIC TELEVISION/ BRAVO THE DISCOVERY CHANNEL NEW ENGLAND CABLE NEWS THE HEALTH NETWORK LIFETIME BOSTON CATHOLIC TV THE NASHVILLE NETWORK HOME & GARDEN TELEVISION AMERICAN MOVIE CLASSICS THE HISTORY CHANNEL TBS
----------------------------------	---	---	--

*Includes Broadcast Basic, cable box and remote control*

**BROADCAST BASIC\*\*  
\$10.97 MONTHLY**

HOMETOWN NETWORK EDUCATIONAL ACCESS/ VIDEO POSTER	WGBH (2) WBZ (4) WCVB (5) WHDH (7) WENH (11) WFXT (25)	WUNI (27) WSBK (38) WGBX (44) WNDS (50) WLVI (56) WPXB (60) WMFP (62)	WHSH (66) HOME SHOPPING NETWORK WBPX (68) PUBLIC ACCESS/ BULLETIN BOARD MUNICIPAL ACCESS TV GUIDE CHANNEL
---	---	---	---

\*Requires a cable box.  
\*\*Broadcast Basic requires equipment at no charge.  
Rates do not include local and state franchise fees and the FCC federal regulatory user fee.  
Broadcast Basic must be purchased by each customer at \$10.97 monthly.  
R.T.P.I. (Portuguese Channel) available upon request at no charge. Cable box required.



Cable Television Renewal License for Sudbury, Massachusetts, Dated November 6<sup>th</sup>, 2000  
As Amended November 19th, 2001

Monthly Services	Monthly Rates
Broadcast Basic	\$ 10.97
Family Cable (includes Broadcast Basic, cable box and remote control)	\$ 33.95
<b>Packages:</b> (see note 2)	
Family Plus:	Family Cable at \$33.95 plus \$15.50 = \$ 49.45
Rainbow:	Family Cable at \$33.95 plus \$17.00 = \$ 50.76
Rainbow Gold:	Family Cable at \$33.95 plus \$27.00 = \$ 60.76
Cable box	ea. \$ 1.10
Fee for premium programming on additional outlet(s) (charge per household)	\$ 4.00
Service to additional outlet without a cable box or premium service(s)	FREE
Remote control	ea. \$ .19
Cable Guide Subscription	ea. \$ 2.00

**Premium Service Options** (see note 1)

Showtime, Starz/Encore	ea. \$ 7.95
HBO, Cinemax, The Disney Channel	ea. \$ 11.95
New England Sports Network, Playboy Television (\$7.95 each monthly with any premium service except FOX Sports Net New England, Encore and ESPN2)	ea. \$ 11.95
FOX Sports Net New England, Encore, ESPN2	ea. \$ 2.50
Spectrum Plus -- FOX Sports Net New England, ESPN2, Encore, The Disney Channel (Add New England Sports Network or Playboy Television for an additional \$7.95 each monthly.)	\$ 8.95

**Pay Per View** (see note 1)

Movies	ea. \$ 3.95
Special Events	Priced Individually
Playboy TV (Ch.53) 4-hour blocks	\$ 6.95

- Notes:**
1. Requires a subscription to Broadcast Basic at \$10.97 per month and a cable box at \$1.10 per month.
  2. Requires a subscription to Family Cable at \$33.95 per month.

**One-Time Charges**

**Connection** -- Standard aerial or underground connection of up to 150 feet from main cable line

Non-wired home	\$ 38.29
Pre-wired home	\$ 28.72

Charges for aerial or underground connection in excess of 300 feet quoted in advance. Custom connection charges will be quoted prior to commencement of work. Deposits or partial advance payments may be required and are not refundable once work has commenced. Full payment due upon completion of work.

Seasonal reconnect	\$ 28.72
Connection of service to additional cable television outlet at time of initial connection (per outlet)	\$ 19.15
Separate visit	first outlet \$ 28.72 ea. additional \$ 19.15

Connection of antenna A/B switch if done at time of initial connection (not including antenna A/B switch)	FREE
All other times (not including antenna A/B switch)	\$ 19.15

Connection of VCR if done at time of initial connection (not including VCR A/B switch)	FREE
All other times (not including VCR A/B switch)	\$ 19.15

Connection of house amplifier	\$ 19.15
-------------------------------	----------

Relocate internal or external cable or cable outlet	ea. \$ 19.15
---	--------------

Hourly service charge	\$ 38.29
-----------------------	----------

Non-cable related service call	\$ 19.15
--------------------------------	----------

**Change of Service/Reconnection**

Home visit required	ea. \$ 28.72
Transaction fee (home visit not required)	ea. \$ 1.99

Returned check charge	ea. \$ 20.00
-----------------------	--------------

Late Fee (on past due balance)	5%
--------------------------------	----

**Equipment**

VCR or antenna A/B switch (self-installed)	ea. \$ 10.00
--	--------------

House amplifier	ea. \$ 40.00
-----------------	--------------

Replacement of wireless hand-held remote control	ea. \$ 10.00
--	--------------

Replacement of cable box	ea. \$200.00
--------------------------	--------------

**OTHER TERMS:**

1. All charges may be subject to sales tax.
2. Initial service and programming charges are billed from date of connection to the end of the current billing period.
3. All connection services, other than the connection of antenna A/B switches and VCRs, must be performed by Cablevision with Cablevision equipment. A/B switches purchased from sources other than Cablevision, and all connections of A/B switches, must meet Cablevision's technical standards.
4. Channel selectors/cable boxes, wireless hand-held remote controls and certain other equipment are the property of Cablevision and must be returned when service is changed or disconnected. In the event a channel selector/cable box is lost, stolen, damaged, destroyed or not returned, Cablevision will charge your account up to \$200 for each cable box and up to \$10 for each wireless hand-held remote control.
5. An adult (18 years or older) member of household must be present during connection and service appointments.
6. Cablevision reserves the right to institute different rates and/or terms and conditions of service for promotional purposes.
7. All monthly rates do not include local and state franchise fees and the FCC federal regulatory user fee.
8. Commercial/business rates available upon request.
9. Senior Citizens (age 62 and older) may purchase Family Cable service at a package discount of \$2.00 per month. There is no discount on the price of premium services or packages. An application may be obtained at the office. Proof of age must be submitted to the office to qualify. Call our office for details.
10. All rates are subject to, depending on where you live, state and local fees of 0% - 3.5% and an FCC user fee of \$0.04, which will be added to your monthly bill. Other state and local fees may apply

*Rates effective for residential subscribers in  
Hudson, Stow, Sudbury, Acton and Maynard: January 1, 2000.*

**EXHIBIT 3 - FREE DROPS AND MONTHLY SERVICE  
TO PUBLIC BUILDINGS AND SCHOOLS**

The following public buildings and schools shall receive Drops and/or Outlets and monthly Service at no charge:

1. Lincoln/Sudbury Regional High School
2. Flynn Building
3. Fairbanks Community Center
4. Town Hall
5. Nixon School
6. Haynes School
7. Curtis Middle School
8. Police Station
9. Loring School
10. Noyes School
11. Hudson Rd. Fire Dept.
12. Goodnow Library
13. North Rd. Fire Dept.
14. Boston Post Rd. Fire Dept.
15. Hosmer House

**EXHIBIT 4 - SUDBURY PEG ACCESS PERSONNEL  
ROLES AND SERVICES**

**PUBLIC ACCESS COORDINATOR  
PRINCIPAL DUTIES**

- (i) Conduct outreach to community individuals and organizations, and encourage participation in local programming
- (ii) Determine and satisfy video production training needs of access volunteers
- (iii) Facilitate production of public access programming through coordination of crew selection and equipment scheduling
- (iv) Publicize production training workshops and other access activities
- (v) Supervise and advise access users in production of programs
- (vi) Train access volunteers and interns in operation of video and audio recording and editing equipment, studio control room and other equipment necessary for production.

**EXHIBIT 5 - REMOTE ORIGINATION SITES**

1. Lincoln/Sudbury Regional High School
2. Fairbanks Community Center
3. Town Hall
4. Nixon School
5. Haynes School
6. Curtis Middle School
7. Loring School
8. Noyes School
9. Goodnow Library

**EXHIBIT 6 - 207 CMR 10.00**

**BILLING AND TERMINATION OF SERVICE**

**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.

## **EXHIBIT 7 - 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 which 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 channels.

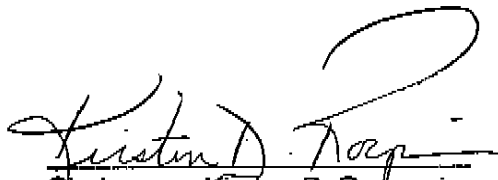
**SIGNATURE PAGE**


In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Sudbury, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Cablevision of Massachusetts, Inc.

***The Town of Sudbury, Massachusetts***

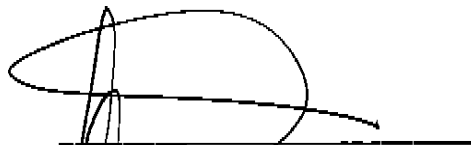
***Cablevision of Massachusetts, Inc.***

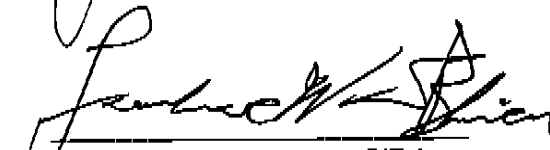
BY: *The Sudbury Board of Selectmen,*  
*as Issuing Authority*

  
Chairman – Kirsten D. Roopenian

  
BY: Kathleen R. Mayo, Regional Vice  
President

***DATED: November 6th, 2000***

  
Member - John C. Drobinski

  
Member - Lawrence W. O'Brien

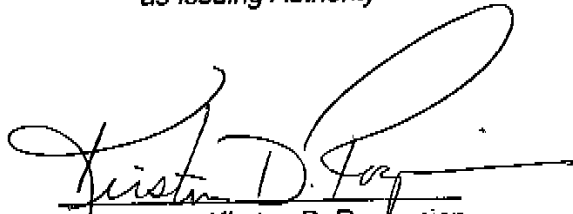
***DATED: November 6th, 2000***

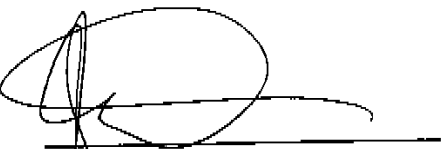
**AMENDED LICENSE SIGNATURE PAGE**

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Sudbury, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Cablevision of Massachusetts, Inc.

***The Town of Sudbury, Massachusetts***

BY: *The Sudbury Board of Selectmen,*  
*as Issuing Authority*

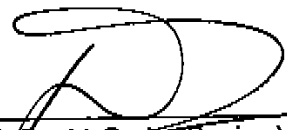
  
Chairman – Kirsten D. Roopenian

  
Member - John C. Drobinski

  
Member - Lawrence W. O'Brien

***DATED: November 19th, 2001***

***AT&T CSC, Inc., offering services as***  
***AT&T Broadband***

  
BY: David Grain, Senior Vice President,  
Northeast Region

***DATED: November 19th, 2001***