

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
VERIZON NEW ENGLAND INC.**

**MARCH 15, 2022**

**SELECT BOARD  
TOWN OF WENHAM,  
MASSACHUSETTS**

**TABLE OF CONTENTS**

ARTICLE	PAGE
1. DEFINITIONS.....	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS .....	7
3. PROVISION OF CABLE SERVICE .....	10
4. SYSTEM FACILITIES .....	12
5. PEG ACCESS SERVICES AND SUPPORT.....	12
6. FRANCHISE AND LICENSE FEES.....	17
7. CUSTOMER SERVICE .....	17
8. REPORTS AND RECORDS.....	17
9. INSURANCE AND INDEMNIFICATION.....	18
10. RENEWAL OF LICENSE .....	20
11. ENFORCEMENT AND TERMINATION OF LICENSE.....	20
12. MISCELLANEOUS PROVISIONS.....	22

**SIGNATURE PAGE**

**EXHIBITS**

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE UPON  
WRITTEN REQUEST OF THE ISSUING AUTHORITY  
(Subject to Section 3.2)

EXHIBIT B – CUSTOMER SERVICE STANDARDS

EXHIBIT C – FORM OF PERFORMANCE BOND

THIS CABLE TELEVISION RENEWAL LICENSE (“License”) is entered into by and between the Select Board of the Town of Wenham (the “Town”), as Issuing Authority for the grant of cable television license(s) pursuant to Massachusetts General Law, Chapter 166A (the “Massachusetts Cable Law”), and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable television licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of May 23, 2006, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process, including the holding of a public ascertainment hearing on September 21, 2020, to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

**1. DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town and/or its PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority and/or its PEG Access Designee and in accordance with the terms of this License.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Act or Title VI*: Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

1.5. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.6. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.7. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Licensee's 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. The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Town and shall not include the tangible Telecommunications Facilities of Licensee subject in whole or in part to Title II or of an Information Services provider.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.9. *CMR*: The Code of Massachusetts Regulations.

1.10. *Communications Act*: Communications Act of 1934, as amended.

1.11. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of corporate affairs.

1.12. *Educational Access Channel*: An Access Channel available for the non-commercial use of the local public schools in the Town, as well as its PEG Access Designee, as determined by the Issuing Authority.

1.13. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.14. *Force Majeure*: An event or events reasonably beyond the ability of a party to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions; strikes, labor disturbances, or lockouts; acts of God; acts of public enemies; orders of any kind of the government of the United States of America, the State or the Town or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities (including work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached); and unavailability of materials and/or qualified labor to perform the work necessary.

1.15. *Franchise Fee*: Shall have the meaning set forth in Section 622(g) of the Communications Act (47 U.S.C. §542(g)).

1.16. *FTTP Network*: Shall have the meaning set forth in the recitals of this License.

1.17. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its PEG Access Designee as determined by the Issuing Authority to present non-commercial governmental or government-related programming.

1.18. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles ("GAAP"), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including without limitation the following items: subscriber fees, charges and payments collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Service); 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; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenues that Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and advertising revenues (after deducting sales commissions) as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers, calculated in accordance with generally accepted accounting principles; provided, however, that Gross Revenue shall not include:

1.18.1. Revenues received by any Affiliate in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Services in the Town;

1.18.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.18.3. Refunds, rebates or discounts made to Subscribers, or other third parties;

1.18.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; and revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.18.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.18.6. Revenues from the sale of Cable Services on the Cable System for resale to a third party in the event that the reseller is required to pay (and does pay) to the Issuing Authority Franchise Fees and other cable license fees on the resale of the Cable Services;

1.18.7. Any non-cable-related license fees and any tax of general applicability imposed by the Town, State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, and communication taxes);

1.18.8. Any revenue foregone as a result of Licensee's provision of free or reduced cost Cable Services to any Person, including without limitation, employees of Licensee, public institutions or other institutions as required or permitted herein and to customers whom are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.18.9. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System;

1.18.10. Program launch fees; and

1.18.11. Any fees or charges collected from Subscribers for the PEG Grant described in Section 5.3.1.

1.19. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or such higher resolution as determined by Licensee in its sole discretion.

1.20. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.21. *Internet Access Service:* Dial-up or broadband access service that enables Subscribers to access the Internet.

1.22. *Issuing Authority:* The Select Board of the Town of Wenham.

1.23. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.24. *Licensee:* Verizon New England Inc., and its successors, assigns and transferees, in accordance with the terms of this License.

1.25. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.26. *Non-Cable Services:* Any service that does not constitute Cable Service(s), including, but not limited to, Information Services and Telecommunication Services.

1.27. *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 night per week and some weekend hours.

1.28. *Normal Operating Conditions:* Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.29. *PEG:* Public, educational, and governmental.

1.30. *PEG Access Channel:* An Access Channel made available by the Licensee to the Town and/or the PEG Access Designee for PEG Access Programming pursuant to the terms of this License, and managed by the Issuing Authority and/or its PEG Access Designee as determined by the Issuing Authority.

1.31. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including but not limited to, any Access Corporation.

1.32. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License and applicable laws.

1.33. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.34. *Public Access Channel*: An Access Channel made available by the Licensee for the non-commercial use by the residents and organizations in the Town and the Issuing Authority's PEG Access Designee.

1.35. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.36. *Service Area*: The entire existing territorial limits of the Town.

1.37. *Service Interruption*: The loss of picture or sound on one or more cable Channels.

1.38. *Standard Definition ("SD") PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i or such higher resolution as determined by the Licensee in its sole discretion.

1.39. *State*: The Commonwealth of Massachusetts.

1.40. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System.

1.41. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.42. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.43. *Title II*: Title II of the Communications Act.

1.44. *Town*: The Town of Wenham.

1.45. *Transfer of the License*:

1.45.1. Any transaction in which:

1.45.1.1. an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.45.1.2. the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.45.2. However, notwithstanding Sections 1.45.1.1 and 1.45.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

1.46. *Video Programming or Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.47. *Video Service Provider or VSP:* Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

## **2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority:* Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee a nonexclusive cable television license authorizing the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the Town, in order to provide Cable Service. The Licensee's FTTP Network in the Public Rights-of-Way is subject to M.G.L. c. 166, s. 22, and as such is subject to regulation by the Town consistent with that law, including all lawful and applicable Town bylaws and regulations regarding rights-of-way and public works matters, including but not limited to any applicable provisions of M.G.L. Chapter 87 (tree trimming) and M.G.L. Chapter 82, Section 40 (dig-safe).

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. Therefore, the Issuing Authority's regulatory authority under Title VI is not applicable to the construction,

installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term:* The term of this License shall be for a period of five (5) years, commencing on March 15, 2022 (the "Effective Date"), and shall expire at midnight on March 14, 2027, unless sooner revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, following the thirty-first (31st) month after the Effective Date, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of this License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Grant and PEG Access Support, as respectively provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5.1, 2.5.2 or 2.5.3.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the procedure and criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

(a) Commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

(b) Terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

(c) If agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

(d) If agreed by both parties, submitting the matter to mediation by a mutually acceptable mediator.

2.5.4. Modification of the PEG Grant and PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder. As stated above, the PEG Grant and PEG Access Support are not subject to modification under Sections 2.5.1, 2.5.2 or 2.5.3.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted shall not adversely impact the authority as granted under this License and shall not interfere with the Cable System.

2.7. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended from time to time, including but not limited to the Cable Act and the Massachusetts Cable Law and its implementing regulations (207 CMR).

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.9. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

2.10. *Transfer of the License:*

2.10.1. Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be

prescribed by the Cable Division and/or the FCC. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.45 above, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.10.2. Pursuant to 207 CMR 4.04, as may be amended, and subject to applicable federal law, in considering a request for Transfer of this License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this License.

2.10.3. The consent or approval of the Issuing Authority to a Transfer of this License shall not constitute a waiver or release of the rights of the Town under this License.

2.10.4. Licensee shall submit to the Issuing Authority an original and one (1) copy of the application and FCC Form 394 requesting such consent for Transfer of this License.

2.10.5. The transferee of any Transfer of this License shall be subject to all of the terms and conditions contained in this License.

2.11. *Construction of Agreement:*

2.11.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.11.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.12. *Police Powers; Change in State Law:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers, or any change to State Law, results in any material alteration of the terms and conditions of this License, then the parties shall participate in informal negotiation sessions to attempt to modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. The parties shall use their best efforts to reach a mutually agreeable amendment to this License for a period of thirty (30) business days. If, at the conclusion of such thirty (30) day period, the parties are unable to reach an agreement, then the parties shall submit the matter to non-binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

**3. PROVISION OF CABLE SERVICE**

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in

the Town; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other cable providers; (E) in areas, developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; (F) in areas, developments, buildings or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units by using Licensee's existing network pathways; or (G) in areas, developments, buildings or other residential dwelling units that are not habitable or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.1.1. *Density Requirement:* Subject to Section 3.1, Licensee shall make Cable Services available to residential dwelling units in all areas of the Town where the average density is equal to or greater than 20 occupied residential dwelling units per mile as measured in aerial strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line and where the average density is equal to or greater than 40 occupied residential dwelling units per mile as measured in underground strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.1.2. *Availability of Cable Service and Standard Drops:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee shall provide Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.2. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the process by which the parties shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, Licensee shall provide, without charge, one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town to public schools, police and fire stations, public libraries and other municipal public buildings designated in writing by the Issuing Authority and set forth in Exhibit A. The Licensee shall coordinate the location of each outlet

with representatives for each of the buildings receiving service pursuant to this Section 3.2. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.2 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07.

#### **4. SYSTEM FACILITIES**

4.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The Cable System shall be operated with an initial digital passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.2. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law governing Subscribers' capability to control the reception of any Channels being received on their television sets.

4.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Cable Division and the FCC.

#### **5. PEG ACCESS SERVICES AND SUPPORT**

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, capacity for three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

5.1.2. In addition to the three (3) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Town and/or the PEG Access Designee, as designed in writing by the Issuing Authority, as follows: Starting on the Effective Date of this Renewal License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to Town or the PEG Access Designee within two hundred and seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in the written notice

a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p (or at Licensee's sole discretion a resolution higher than 720p). The HD PEG Access Channel may not be available at all times during the term of this License on Licensee's Basic Service Tier, and in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Issuing Authority hereby authorizes Licensee to transmit such programming within and without the Service Area. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town for a period of 120 days, Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Access Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with 120 days' prior written notice of such request.

## 5.2. *PEG Access Interconnection:*

5.2.1. The Licensee shall continue to connect its Cable System to equipment owned by the Town and/or the PEG Access Designee at the Town's PEG Access studio located at 58 Railroad Avenue, Hamilton, Massachusetts (the "PEG Interconnection Site"). The parties acknowledge that this address is located in the Town of Hamilton, MA, and that such location is not within the boundaries of the Service Area. The Licensee shall use commercially reasonable efforts to continue to acquire the PEG Access Channel programming from this location, subject to Licensee's receipt of all necessary legal approval(s) from any third parties for Licensee to interconnect and effectuate such transmission from the location, and, unless otherwise agreed in writing by the Licensee, Licensee's continuing to have a cable license with the Town of Hamilton. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the Town's PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town and initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior

disclosure of such costs and prior consent to same by the Issuing Authority or its PEG Access Designee. Any upgrade or change referenced in subsections (i) through (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, or in order to remedy a defect in equipment or facilities Licensee is responsible for pursuant to this License, including with respect to video or audio quality, shall not be deemed to be “initiated” by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG equipment shall be at the output of the Town's and/or its PEG Access Designee’s signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for ensuring all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town’s or PEG Access Designee’s side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee’s responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. The Issuing Authority shall not in any way authorize or approve a competing VSP to connect its system to Licensee’s System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee’s System without Licensee’s prior written consent.

5.3. *PEG Grant:*

5.3.1. Licensee shall pay to the Issuing Authority, or to its PEG Access Designee if requested in writing by the Issuing Authority, a PEG grant in the total amount of Twelve Thousand Nine Hundred Ninety-Six Dollars (\$12,996.00) to be used for PEG Access Channel capital funding purposes (the “PEG Grant”), as follows:

5.3.2. Within forty-five days of the Effective Date, Licensee shall pay to the Issuing Authority the sum of Three Thousand Two Hundred Forty-Nine Dollars (\$3,249.00). Three additional payments in the amount of Three Thousand Two Hundred Forty-Nine Dollars (\$3,249.00) each shall be paid by the Licensee to the Issuing Authority on the first, second and third anniversaries of the Effective Date. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant.

5.3.3. If the Issuing Authority enters into any new or renewed cable license agreement with any other cable licensee which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligations set forth above, the Licensee’s obligations under this Section shall be reduced, on an annual basis and upon the effective date of

said cable license, to an amount equal to the lowest total payment required to be made by any such cable licensee to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other cable licensee ceases to provide a monetary PEG Access grant to the Town in support of the production of local PEG programming in accordance with the terms of its respective cable license agreement, and nevertheless continues to provide Cable Service in the Town, then Licensee's PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other cable licensee's failure to provide a monetary grant in accordance with the schedule set forth in such cable license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such cable licensee shall not count towards the PEG grants referenced in this paragraph.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority, or to its PEG Access Designee if requested in writing by the Issuing Authority, for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount equal to five percent (5%) of annual Gross Revenue as defined in Section 1.18 above, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable license on or after the Effective Date that provides for a lower or higher percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be reduced or increased to match such lower or higher percentage over that same time period with any increase subject to the limitation in Section 6.2. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account or other lawful restricted special cable account and not into the general fund, which account will be under the Issuing Authority's control subject to applicable law.

5.4.2. The PEG Access Support payments (Section 5.4.1) shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue report documenting in reasonable detail the Gross Revenue as defined in Section 1.18. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.5. *Third-Party Financial Disclosure Forms:* If requested in writing by the Licensee, the Issuing Authority shall provide copies of financial disclosure forms as required by the Massachusetts Attorney General's Public Charities Division of an entity designated by the Issuing Authority to receive payment pursuant to Sections 5.3.1 and 5.4.1.

5.6. *PEG Operations.* The Issuing Authority or the PEG Access Designee shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License. The written agreement

shall be in a form acceptable to the Issuing Authority which form (1) shall not require the users or producers to provide any indemnities to Licensee and (2) shall be limited to the issue of authorization of the programming. As provided in Section 638 of the Communications Act (47 U.S.C. § 558), the Licensee shall not incur any liability for State, federal or local laws of libel, slander, obscenity, incitement, invasion of privacy or false or misleading advertising for any programming carried on a PEG Access Channel. Pursuant to Section 611 of the Communications Act (47 U.S.C. § 531), the Issuing Authority or its PEG Access Designee shall establish rules and procedures regarding the use of the PEG Channel capacity.

5.7. *Recovery of Costs.* To the extent permitted by federal and State law, the Licensee shall be allowed to recover the costs of the PEG Grant, the PEG Access Support, and any other costs arising from the provision of PEG services from Subscribers and to reflect such costs as separately billed line items on each Subscriber's bill. Without limiting the foregoing, if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through PEG Access interconnection costs incurred by Licensee to comply with the obligations set forth in Section 5.3 to Subscribers. Licensee's recovery of costs from Subscribers shall be in compliance with applicable provisions of the Cable Act and FCC regulations.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or its PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of, PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required by this Section provide PEG Access Channel programming VOD in the Town.

5.10. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee. In particular, the Issuing Authority's written designation of the PEG Access Designee as the entity to receive payments under Sections 5.3 and 5.4 does not vest in the PEG Access Designee any right, title or privilege to receive payments under the License. The Licensee may in its sole discretion upon seventy-five (75) days written notice to the Issuing Authority cease making such payments to the PEG Access Designee and instead make payments directly to the Issuing Authority if the Issuing Authority has not provided the financial disclosure forms required in Section 5.5 above.

## **6. FRANCHISE AND LICENSE FEES**

6.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town annually, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year or such other amount, if any, as may in the future be required to be paid by State law (the “License Fee”).

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues (as defined in Section 1.18 above and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) in Section 622 of the Communications Act, 47 U.S.C. 542 and FCC regulations and orders pursuant thereto.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31<sup>st</sup> of the preceding calendar year. The License Fee shall be paid no later than March 15<sup>th</sup> of each year during the term of this License.

## **7. CUSTOMER SERVICE**

Customer Service Requirements are set forth in Exhibit B, which shall be binding unless amended by written consent of the parties.

## **8. REPORTS AND RECORDS**

8.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect at an office of the Licensee, the Licensee’s books and records pertaining to Licensee’s provision of Cable Service in the Town at any time during Licensee’s regular business hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate’s books and records not relating to the provision of Cable Service in the Town. The Issuing Authority shall take reasonable steps to protect the confidential nature of any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof or to comply with applicable law or regulation. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* Licensee shall at all times maintain:

8.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term “complaint” as used herein shall mean any written or verbal contact with Licensee in connection with a subscription in which a Subscriber expresses dissatisfaction with an

act, omission, product or service that is (i) within Licensee's control, and (ii) requires a corrective measure on the part of Licensee. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services.

## **9. INSURANCE AND INDEMNIFICATION**

### **9.1. Insurance:**

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s) the Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.6. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligations to indemnify the Town pursuant to this License.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, officers, boards, committees, employees and agents, (hereinafter referred to as the “Town” for purposes of this Section 9.2) against any and all claims, suits, causes of action, proceedings, and judgments, whether for damages or otherwise, arising out of or alleged to arise out of or from the installation, operation, or maintenance of the Cable System. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any portion of damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, or for any activity or function conducted by any Person other than Licensee, its officers, agents or employees, in connection with PEG Access or the Emergency Alert System.

9.2.2. The Town shall provide the Licensee with timely written notice of a claim or action for which it seeks indemnification under this Section 9.2; provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee’s ability to defend the claim or action.

9.2.3. With respect to Licensee’s indemnity obligations set forth in this Article 9, Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action, or proceedings brought against the Town by selecting counsel of Licensee’s choice to defend the claim, subject to applicable professional ethics laws and standards and the consent of the Town, which shall not unreasonably be withheld, delayed or conditioned. The Licensee shall, subject to the consent of the Issuing Authority as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee’s indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of the otherwise agreed upon settlement.

9.2.4. In the event that Licensee fails, after notice pursuant to Section 9.2.2, to undertake the Town’s defense of any claims encompassed within this Section 9.2, then the Town may provide a second written notice to the Licensee. In the event that the Licensee fails to undertake the Town’s defense within a reasonable time after receipt of said second notice, then Licensee’s indemnification obligation under this Section 9.2 shall include the Town’s costs of

defending such claim, suit, cause of action or proceeding, including, but not limited to, reasonable attorneys' fees.

9.2.5. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors for damages under this License or to excuse the faithful performance of obligations required by this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

9.3. *Performance Bond.* Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Twenty-Five Thousand Dollars (\$25,000) securing the performance of Licensee's obligations under this License. The performance bond shall be substantially in the form of **Exhibit C**. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond. Neither this Section 9.3, any bond accepted pursuant hereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this License. Recourse by the Town of remedies available under this Section 9 shall not be exclusive of other lawful remedies available to the Town at law and equity.

## **10. RENEWAL OF LICENSE**

The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and the Massachusetts Cable Law. The Town shall notify the Licensee in writing of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall promptly provide Licensee with a copy of the record of such ascertainment proceedings.

## **11. ENFORCEMENT AND TERMINATION OF LICENSE**

11.1. *Notice of Breach:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged breach (for purposes of this Article, the "Breach Notice").

11.2. *Licensee's Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Breach Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of the breach; (ii) cure such breach; or (iii) in the event that, by its nature, such breach cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such breach and notify the Issuing Authority of the steps being taken and the date by which they

are projected to be completed. Upon cure of any breach, the Town shall provide Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that Licensee fails to respond to the Breach Notice pursuant to the procedures required by this Article, or in the event that the alleged breach is not remedied within thirty (30) days or the date projected pursuant to Section 11.2(iii) above, if the Town seeks to continue its investigation into the alleged breach, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least forty-five (45) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

11.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 11.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above; or

11.4.4. Revoke this License, subject to Section 11.5 below.

11.5. *Hearing Procedures:*

11.5.1. At the designated public hearing, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing, and the Licensee shall bear the costs of such recordation.

11.5.2. Following the public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to the Cable Division as provided in MGL Chapter 166A, Section 14, or to an appropriate court, which shall have the power to review

the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court or Cable Division finds appropriate, subject to any right of appeal available to the Issuing Authority under applicable law. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

11.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

## **12. MISCELLANEOUS PROVISIONS**

12.1. *Actions of Parties*: In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance*: This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption*: In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.4. *Force Majeure*: Licensee and the Town shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Licensee that outweigh the benefit to be derived by the Town and/or Subscribers.

12.5. *Performance Evaluations*. If, during the term of this License, the Town conducts an evaluation of Licensee's performance under this License or otherwise related to Licensee's provision of Cable Service in the Town, then the Town shall provide Licensee with a written report with respect to Licensee's compliance within ten (10) days after the conclusion of such evaluation.

12.6. *Delivery of Payments*: Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer

must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

12.7. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.7.1. Notices to Licensee shall be mailed to:

Verizon New England Inc.  
6 Bowdoin Square  
10<sup>th</sup> Floor  
Boston, MA 02114  
Attention: Niall Connors, Franchise Service Manager

12.7.2. With a copy to:

Verizon  
1300 I St. NW  
Suite 500 East  
Washington, DC 20005  
Attention: Tonya Rutherford, VP and Deputy General Counsel

12.7.3. Notices to the Issuing Authority shall be mailed to:

Town of Wenham  
Town Hall  
138 Main Street  
Wenham, MA 01984  
Attention: Town Administrator

12.7.4. With a copy to:

Town Counsel (Legal)  
c/o Town Hall  
138 Main Street  
Wenham, MA 01984

12.8. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof. In the event of a conflict between any local ordinance, in whole or in part, and this License, this License shall prevail.

12.9. *Amendments:* Except as otherwise provided herein, amendments or modifications to this License shall be mutually agreed to in writing by the parties, and any such amendments

shall comply with the procedural requirements of 207 CMR 3.07.

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

12.11. *Exhibits:* The Exhibits to this License attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibits, incorporated herein by reference and expressly made a part of this License. The procedures for approval of any subsequent amendment or modification to said Exhibits shall be the same as those applicable to any amendment or modification hereof, except as specified in such Exhibit or elsewhere in this License.

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

12.13. *No Recourse Against Issuing Authority:* Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. section 555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents, 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 grant, renewal, transfer, or amendment of this License.

12.14. *Recitals:* The recitals set forth in this License are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.15. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, surrender, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, surrender, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

12.16. *Interpretation:* The Town and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

12.17. *Jurisdiction*: Except as otherwise set forth in this License, exclusive jurisdiction and venue over any dispute arising out of this License shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute. This provision is not intended to limit the right of either party to remove a matter to federal or State court in Massachusetts as permitted by law.

12.18. *Counterparts*: This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.


12.19. *No Third Party Beneficiary*: Nothing in this License shall be construed to create or confer any right or benefits to a third party.

**SIGNATURE PAGE FOLLOWS**

AGREED TO THIS 23 DAY OF March, 2022

TOWN OF WENHAM

By its Select Board:



Catherine Harrison, Chair



Dianne Bucco



Gary Cheeseman

Approved as to Form



William Solomon, Esq.  
Special Counsel to the Town of Wenham

VERIZON NEW ENGLAND INC.

By:



Kevin M. Service, Senior Vice  
President of Operations – Consumer and  
Mass Business Markets

Approved as to Form:



Verizon Law Department

3/4/22

**EXHIBITS**

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE UPON WRITTEN REQUEST OF THE ISSUING AUTHORITY (Subject to Section 3.2)

EXHIBIT B – CUSTOMER SERVICE STANDARDS

EXHIBIT C – PERFORMANCE BOND

**EXHIBIT A**

**MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE  
UPON WRITTEN REQUEST OF THE ISSUING AUTHORITY**

(Subject to Section 3.2)

Town Hall	138 Main Street
Police and Fire Department	140 Main Street
Highway Department	91 Grapevine Road
Baker School	1 School Street
Center School	5 School Street

## **EXHIBIT B**

### **CUSTOMER SERVICE STANDARDS**

These standards shall apply to the Licensee to the extent it is providing Cable Services over the Cable System in the Town.

#### **SECTION 1: DEFINITIONS**

A. Respond: Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

C. Service Call: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the Subscriber is within one hundred fifty (150) feet of trunk or feeder lines.

#### **SECTION 2: TELEPHONE AVAILABILITY**

A. The Licensee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. The Licensee's representatives shall be trained and qualified to answer questions related to Cable Service in the Town and shall be available to respond to customer telephone inquiries during Normal Business Hours. Licensee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

B. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after the Effective Date.

C. Licensee may use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

D. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue

for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon written request from the Town, but in no event more than twice annually, the Licensee shall report to the Town the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.

(2) Percentage of time customers received busy signal when calling the Verizon service center as set forth in Subsection 2.E.

G. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

H. The measurements and reporting above may be based on calendar or accounting periods at the Licensee's option.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Licensee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

C. The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

D. The Licensee shall provide the Town with a report upon written request from the Town, but in no event more than twice annually, noting the percentage of Standard Installations

completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

E. The measurements and reporting above may be based on calendar or accounting periods at the Licensee's option.

F. The Licensee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee's discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

B. Under Normal Operating Conditions, the Licensee must respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

C. Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Licensee shall meet the standard in Subsection E. of this Section for eighty percent (80%) of the Service Calls it completes, as measured on a quarterly basis.

E. The Licensee shall provide the Town with a report upon written request from the Town, but in no event more than twice annually, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in

this Section. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request. The above measurements and reporting may be based on calendar or accounting periods at the Licensee's option.

F. Under Normal Operating Conditions, the Licensee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of twenty-four (24) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Licensee to verify the problem if requested by the Licensee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Licensee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

H. With respect to service issues concerning cable services provided to Town facilities, Licensee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Licensee shall notify the Town in writing as to the reason(s) for the delay and provide an estimated time of repair.

I. Licensee may provide all notices identified in this Section electronically or on-screen.

## **SECTION 5: CUSTOMER COMPLAINTS**

Under Normal Operating Conditions, the Licensee shall investigate Subscriber complaints referred by the Town within seventy-two (72) hours. The Licensee shall notify the Town of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Town may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Licensee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

## **SECTION 6: BILLING**

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly

delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Licensee shall, without limitation as to additional line items, be allowed to itemize as separate line items, License fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Licensee shall be given at least five (5) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Licensee within thirty (30) days after the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

E. The Licensee shall notify the Subscriber of the result of its investigation of any complaint and shall give an explanation for its decision within 30 business days after the receipt of the complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days. Any Subscriber who disagrees with the results of Licensee's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under this License or through the Issuing Authority before the Cable Division may accept a petition. The Subscriber or Licensee may petition the Cable Division to resolve disputed matters within 30 days of any final action.

F. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Town upon written request.

G. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Licensee may in the future, at its' discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

H. The Issuing Authority hereby requests that Licensee omit the information specified in 47 C.F.R. §76.952(a) from its Subscriber bills.

## **SECTION 7: DEPOSITS, REFUNDS AND CREDITS**

A. The Licensee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to the Licensee,

or 3) who rent Subscriber equipment from the Licensee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Licensee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Licensee may charge for Subscriber equipment is the cost of the equipment which the Licensee would need to purchase to replace the equipment rented to the Subscriber.

B. The Licensee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period.

C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Licensee or its' authorized agent. Appropriate time considerations shall be included in the Licensee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

## **SECTION 8: DISCONNECTION /DENIAL OF SERVICE**

A. The Licensee shall not terminate Cable Service for nonpayment of a delinquent account unless the Licensee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice of termination shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for cable service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Licensee. No charge shall be imposed upon the Subscriber for or

related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Licensee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Licensee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Licensee and to receive Cable Service or other multi-channel video service from another Person or entity.

## **SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS**

A. Licensee shall require that: (i) all Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph; (ii) all Licensee representatives wear appropriate clothing while working at a Subscriber's premises; and (iii) every service vehicle of the Licensee and its contractors or subcontractors shall (a) be clearly identified as such to the public, (b) have the Licensee's logo plainly visible and (c) have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee. In addition, the Licensee shall make reasonable effort to account for all identification cards at all times.

B. Licensee shall require that all contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous manner.

C. The Licensee shall notify Subscribers annually that any complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification

(3) A separate on-screen notification; or

(4) Any other reasonable written means.

E. The Licensee shall provide notice, as may be required by applicable FCC regulations, to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups.

F. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any

time upon request, and, subject to Subsection 9.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Licensee:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;
- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) To the extent applicable, channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the Town, but with a notice advising the Subscriber to initially contact the Licensee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Licensee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Licensee's office to which complaints may be reported.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

## EXHIBIT C

### FORM OF PERFORMANCE BOND

Franchise Bond  
Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated \_\_\_\_\_ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

