

Weston, MA

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

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WESTON RENEWAL LICENSE INTRODUCTION

WHEREAS, MediaOne of Massachusetts, Inc. (hereinafter "MediaOne" or "Licensee") is the duly authorized holder of a license to operate a cable communications system in the Town of Weston, Massachusetts (hereinafter the "Town"), said license having originally commenced on October 8, 1995;

WHEREAS, MediaOne filed a request for a renewal of its license by letter dated December 14, 1994 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated October 3, 1997;

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

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

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

(a) **Basic Broadcast Service** - That service tier which shall include at least the retransmission of local broadcast television signals and the public, educational and governmental (“PEG”) access channels, in accordance with the Cable Act of 1992.

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

(c) **Cable Act** - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

(d) **Cable Communications System or Cable System** - The cable television system owned, constructed, installed, operated and maintained in the Town of Weston for the provision of broadband telecommunications services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters,

equipment or facilities, designed to provide telecommunications services, which includes, but is not limited to distributing video programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of signals to Subscribers and in accordance with the terms and conditions in this Renewal License.

(e) Cable Programming Services - Any video programming provided over a cable system, regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than: 1) video programming carried on the Basic Broadcast Service tier; 2) video programming offered on a pay-per-channel or pay-per-program basis; or 3) a combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service: (i) consists of commonly-identified video programming; and (ii) is not bundled with any regulated tier of service.

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

(g) **Commission** - The Massachusetts Community Antenna Television Commission established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(h) **Community Programming** - Programming produced jointly by community volunteers and employees of the Licensee.

(i) **Competing Distributors** - Distributors whose actual or proposed service areas overlap.

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

(k) ~~——(k)——~~ **Effective Date** - January 7, 1998.

(a) **FCC** - Federal Communications Commission.

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

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

(n) Institutional Network ("I-Net") - The cable/fiber-optic trunk pathway which interconnects with the Subscriber Network and is available for two-way transmission between and among certain points on the I-Net and transmits community events and government meetings from a point on the I-Net to Subscribers.

(o) Issuing Authority - The Board of Selectmen of the Town of Weston, Massachusetts.

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

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

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

(s) **Programming** - Any video, audio, text or data coded signal carried over the Cable Communications System.

(t) **Renewal License** - The license granted herein.

(u) **Standard Service Package** - A combination of cable service tiers, consisting of the Basic Broadcast tier and Cable Programming Service tiers, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System.

(v) **Subscriber** - A person or entity who contracts with the Licensee for, and lawfully receives, the video signals and cable services distributed by the Cable Communications System.

(w) **Subscriber Network** - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.

(x) **Town** - The Town of Weston, Massachusetts.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

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

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

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are

necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data and other impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts.

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

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on January 7, 1998, following the expiration of the current license, and shall terminate at midnight on January 6, 2008.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

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

their pole and conduit facilities. By virtue of this License the Town grants Licensee equal standing with power and telephone utilities in the matter of placement of facilities on public ways.

SECTION 2.4 - RENEWAL

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

Any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

Nothing contained in this subsection shall obligate the Issuing Authority to grant any such renewal or either the Licensee or the Issuing Authority to agree to any renewal terms.

SECTION 2.5 - POLICE AND REGULATORY POWERS

The Licensee's rights are subject to the powers of the Town to adopt and enforce general bylaws necessary for the safety and welfare of the public,

provided that such bylaws are of general applicability and not specific to the Cable Communications System, the Licensee, or this License.

SECTION 2.6 - NON-EXCLUSIVITY

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

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

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

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage as a result of a competing multichannel video

programmer operating in the Town except for direct satellite to home providers not affiliated with a Regional Bell Operating Company, that is not required to be licensed by the Town, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage in assessing a Section 625 request from the Licensee. The Issuing Authority and the Licensee agree that: (1) effective competition by another multichannel video programmer(s) in the Town does not exist as of the Effective Date of this Renewal License; and (2) that such competition is beyond the control of the Licensee. The Licensee shall have the right to obtain modification of requirements of this Renewal License if the Licensee demonstrates that (i) it is commercially impracticable for the Licensee to comply with such requirement and (ii) the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability. Any final decision made by the Issuing Authority under this Section shall be made in a public proceeding. Such decision shall be made within one hundred twenty (120) days after receipt of such request by the Issuing Authority, unless otherwise extended by agreement of parties. The parties agree that the standard applied to the Licensee's request for modification is the same as provided under the "Commercial Impracticability" provisions of the U.C.C. - recognizing, and accounting for, distinctions given the

context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the U.C.C.

(e) If the Licensee hereafter enters into cable licensing arrangements with any other issuing authority providing terms more favorable to such issuing authority than those contained above in this Section 2.6 but otherwise containing substantially equivalent terms and conditions as those contained in this Renewal License, then the Licensee shall so notify the Issuing Authority as to such terms. If so requested by the Issuing Authority following such notice, the Licensee shall negotiate in good faith with the Issuing Authority to determine if there is a basis on which the above provisions of this Section 2.6 may be amended to provide to the Issuing Authority the benefit of such more favorable terms.

ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION

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

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

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

(c) Provided Licensee has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation

of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority shall comply with all applicable laws providing for notice to the Licensee of trenching and underground construction.

SECTION 3.2 - SUBSCRIBER NETWORK

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

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

[SEE G.L.c. 166A §5(e)]

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

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SECTION 3.4 - CURRENT INSTITUTIONAL NETWORK ("I-NET")

(a) The current Institutional Network ("I-Net") shall be capable of transmitting simultaneous two-way composite video, audio and data between and among the municipal buildings identified in Exhibit B attached hereto and made a part hereof. Origination on the I-Net shall be capable of being switched to the Subscriber Network.

(b) The Issuing Authority acknowledges that the current I-Net may not at all times be capable of transmitting high speed data to ensure continuous reliability. Any use of the current I-Net for data transmission is at the Town's own risk, subject to Licensee's obligations hereunder.

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

(d) The Licensee shall continue to provide and maintain the current I-Net, at no cost to the Town, in accordance with the FCC Rules and Regulations, Part 76, but in no event shall Licensee provide a level of service less than the level of service furnished to the Town from January 1, 1997, through the date of execution of this Renewal License. Upon completion of construction of the

advanced I-Net pursuant to Section 3.5 (Construction of an Advanced I-Net for Data Transmission) herein , the provision of this Section shall no longer apply.

SECTION 3.5 - CONSTRUCTION OF AN ADVANCED INSTITUTIONAL NETWORK (“I-NET”) FOR DATA TRANSMISSION

(a) Upon request of the Issuing Authority the Licensee shall construct a new, advanced Institutional Network (“I-Net”) with a maximum capacity of 550 MHz and capable of transmitting 222-550 in the forward direction and 5-186 MHz in the reverse direction or the equivalent thereof. The advanced I-Net will be capable of transmitting composite video and high speed data from and among the municipal buildings described in Exhibit B attached hereto. Said I-Net may also be capable of audio transmission subject to applicable federal and state law and regulations and technical limitations. Within one (1) month of a request of the Issuing Authority to construct a new, advanced I-Net the Licensee and the Town’s designee shall conduct a joint inspection of the municipal buildings described in Exhibit B, determine the precise location of the I-Net drop in each building, and shall agree upon the I-Net design. Construction of the advanced I-Net will be completed within nine (9) months of the agreement on the design of the advanced I-Net.

(b) Unless otherwise provided herein, the Town and its designated I-Net users shall be solely responsible for any and all user interface equipment

including but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment.

(c) The Licensee shall hold all rights and title in the advanced I-Net, but shall provide the Town the right to use the I-Net throughout the remaining term of this Renewal License subject to the following condition: The Town may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes. Upon the expiration of the term of this Renewal License, the Town may purchase the advanced I-Net for the sum of One Dollar (\$1.00), and the Licensee shall transfer all rights and title in the advanced I-Net to the Licensee free and clear of liens and encumbrances created by or through the Licensee.

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

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

- (1) Licensee shall maintain an I-Net as prescribed by FCC Rules and Regulations, Part 76.**
- (2) Licensee shall determine and assign the transmit and receive frequencies for all I-Net users, provided such frequencies are within the capabilities of the Town's present Zenith cable modems.**

- (3) Licensee shall determine and design the correct signal strength levels necessary at each location. Levels at any one location shall be maintained within design specifications.**
- (4) The Town may install its preferred equipment, provided, however, the data equipment to be used has been pre-approved by Licensee in advance of connection to the I-Net. Pre-purchase approval is recommended. The licensee acknowledges that it has given pre-approval for the Town to use its present Zenith cable modems on the advanced I-net.**
- (5) The Town shall designate an experienced data communications professional (ex., MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the Town for all setup and ongoing operations of LAN to LAN connectivity over the I-Net.**
- (6) Licensee's role in supporting free data transmission shall be limited to the minimum services outlined above. Licensee shall charge the Town for all service calls not related to maintaining the physical plant and radio frequency performance of the I-Net, including adds, moves or system changes requested by the Town. Changes shall be billed on a time and material basis. Licensee shall respond to service calls related to the physical plant and radio frequency as**

soon as possible, but no later than forty-eight (48) hours following a request for service. It is anticipated that, absent unusual circumstances, a response to a service call will be within twenty-four (24) hours.

- (7) Any user who causes interference or renders the I-Net system ineffective shall be notified and disconnected by Licensee after consultation with the Issuing Authority.**

(f) The Town acknowledges that the current cost of constructing a new, advanced I-Net is approximately Eighteen Thousand Dollars (\$18,000) per mile. Upon completion of the I-Net, twenty percent (20%) of the costs of construction shall be paid by the Subscribers of the Town via monthly pass through over the term of this Renewal License and the remaining costs of construction shall be paid by the Town within ninety (90) days of receipt of the invoice for construction costs.

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

SECTION 3.6 - PARENTAL CONTROL CAPABILITY

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

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

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

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

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

fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

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

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

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

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

SECTION 4.3 - TREE TRIMMING

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any Town bylaws and regulations.

SECTION 4.4 - STRAND MAPS

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

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, at its expense, upon the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance notice to arrange for such temporary wire changes.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable “dig safe” provisions pursuant to G.L.c. 82 §40.

SECTION 4.7 - DISCONNECTION AND RELOCATION

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

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

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

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

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

SECTION 4.9 - STANDBY POWER

The Licensee shall maintain at least two and one half hour standby power at the hub facility, any sub-headend facilities, critical trunk areas, and fiber nodes. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate the generators therefore, shall become activated automatically upon the failure of the normal power supply, and shall be installed within three (3) months of the Effective Date.

SECTION 4.10 - ANNUAL UPDATE HEARINGS

The Issuing Authority may conduct annual hearings with the Licensee to review the Licensee's performance under this Renewal License and to discuss new technologies that will enhance or improve the Cable Communications System and the economical feasibility of providing these new technologies to Subscribers in the Town. During any such hearing the Licensee shall discuss any new technologies that it is providing as part of other cable systems in other communities in Massachusetts. The Licensee shall cooperate fully with the Issuing Authority or its designee in connection with any such hearing and produce any documents related to compliance with this Renewal License or other materials that are reasonably requested by the Issuing Authority or its designee.

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ARTICLE 5 PROGRAMMING

SECTION 5.1 - BASIC BROADCAST SERVICE

The Licensee shall make available a Basic Broadcast Service tier to which subscription is required for access to any other tier of service. Such basic tier shall, at a minimum, consist of: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 and 615 of the Cable Act of 1992, and 2) all active public, educational and governmental access channel(s).

SECTION 5.2 - PROGRAMMING

The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following cable services: 1) all broadcast stations required to be carried by federal law; and 2) public, educational and governmental (“PEG”) access channel(s) required by this Renewal License.

SECTION 5.3 - SIGNAL TRANSMISSION

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

SECTION 5.4 - CONTINUITY OF SERVICE

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

SECTION 5.5 - CONVERTER BOX, REMOTE CONTROLS

Upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes at no additional charge from that of the converter charge.

SECTION 5.6 - STEREO TV TRANSMISSIONS

All television signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

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ARTICLE 6
COMMUNITY CHANNEL(S) AND INTERNET ACCESS

SECTION 6.1 - COMMUNITY PROGRAMMING

(a) The Licensee shall provide three (3) community channels for non-commercial use by residents of the Town, the educational authorities and local government officials.

(b) The Licensee shall not charge residents of the Town, educational authorities or local or any other regional governmental entities for non-commercial use of the community programming channel(s).

(c) Rules shall be established by the Licensee in cooperation with the Issuing Authority or its designee regarding community programming, priority of use of the community programming channel(s), the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addressees of all persons or groups requesting time on the community programming channel(s).

(d) The Licensee shall provide the Town , at a minimum, the same type and the same number or hours of public, educational and governmental access programming as provided by the Licensee in towns of similar size to Weston in the vicinity.

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SECTION 6.2 - COMMUNITY STUDIO AND EQUIPMENT

(a) The Licensee shall upgrade and maintain television production equipment currently housed at the studio at the Brook School. In addition, the Licensee shall provide to the High School a mobile equipment production unit to be housed at the High School Forum. The Town acknowledges that the current cost of such equipment upgrade is approximately Forty Thousand Dollars (\$40,000) and of such mobile equipment production unit is also approximately Forty Thousand Dollars (\$40,000). Said equipment package totaling Eighty Thousand Dollars (\$80,000) shall not be subject to pass through. The Licensee shall be responsible for maintaining all of such equipment throughout the term of this Renewal License. The Licensee acknowledges that the upgrade of such equipment and of the provision of such mobile equipment production unit, at no cost or charge to the Town or to Town Subscribers, is a material inducement for the grant of this Renewal License to the Licensee. The mobile equipment production unit shall have the capability of being connected to the current or advanced I-Net at any building listed in Exhibit B; such connection shall permit “live” program origination capability.

(b) The Licensee shall allocate Fifteen Thousand Dollars (\$15,000) annually for expenses related to community programming and access programming. Such expenses shall include, but not be limited to the following: equipment maintenance and repair, and purchase of tapes and related materials to be used in program

production. In addition, the Licensee agrees to cooperate with and assist the School Department in establishing an internship program.

(c) There will be no charge for the use of the television production equipment and the services of appropriate personnel for non-commercial access users in the Town of Weston. Town residents may also share other production facilities of the Licensee in the area, including a mobile production van, provided that such use is not otherwise prohibited by this Renewal License or scheduling restrictions.

(d) The Licensee will continue periodically to provide training in the use of television production equipment at their community television facility to interested residents and organizations of the Town of Weston.

SECTION 6.3 - COMMUNITY PROGRAMMING STAFF AND SUPPORT

In addition to the annual Fifteen Thousand Dollar (\$15,000) programming budget provided in Section 6.2(b) herein, the Licensee shall maintain adequate staff to coordinate community programming and be responsible for community outreach in the Town, and conduct training workshops in video production. The Licensee's staff will include, at a minimum, a part-time community programming employee who will endeavor to design appropriate programming, training and other events and activities of community interest in consultation with the Town and community groups. The staff shall provide such services at

such times and levels as, in the aggregate taking into account the differences in costs and the pass through of those costs among communities being compared, are at least commensurate in all material respects with those provided by Licensee to other communities similarly situated.

SECTION 6.4 - INTERNET ACCESS

Upon expiration of the Social Contract, all Weston schools which are receiving Internet access pursuant to the Social Contract shall continue to receive Internet access, without charge, for the remainder of this Renewal License term. Such access shall continue to permit and include Internet connectivity to the Town's academic LANs, thereby providing access to multiple computers on the LAN, including e-mail and Web servers for academic use.

SECTION 6.5- EMERGENCY USE

In the case of any civil emergency or disaster, the Licensee shall, upon request of the Issuing Authority, make available to the Town a channel for use during the civil emergency or disaster period.

SECTION 6.6 - COMMERCIAL ACCESS

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

SECTION 6.7 - EQUAL OPPORTUNITY [SEE G.L.c. 166A §5(j)]

If the Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its Cable Communications System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. If the Licensee permits any person to originate and disseminate any views concerning a controversial issue of public importance, it shall afford reasonable opportunity for the presentation over its facilities of contrary points of view on the same terms and conditions. The conduct of the Licensee with respect to all program

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origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR §§76.205 and 76.209 and any and all other applicable laws and regulations.

SECTION 6.8 - EDITORIAL CONTROL

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

SECTION 6.9 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Town agrees that it will not use its designated community channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's telecommunications business. In addition, any programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the consent of the Licensee.

ARTICLE 7
CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

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

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

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these

purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

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

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

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

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

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

Subscriber, at the time of initial subscription to cable service, of the procedures for reporting and resolving all such complaints.

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

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

SECTION 7.3 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq., and made a part of, as the same may exist or as it may be amended from time to time: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing, issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) service interruptions.

**SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES
[SEE G.L.c. 166 §5(h)]**

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

SECTION 7.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transportation notify its Subscribers in writing of such transportation and provide them with a marker suitable for mounting on television receivers indicating the fact of such transportation.

SECTION 7.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply

such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.7 - SUBSCRIBER TELEVISION SETS

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

SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY

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

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

(c) The Licensee shall be responsible for carrying out and enforcing the

Cable Communications System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy and all governing laws and regulations.

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

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

(f) Prior to the commencement of cable service to a new Subscriber, and annually thereafter to all Cable Communications System Subscribers, the Licensee shall provide Subscribers with a written document which clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

(g) Neither the Licensee nor its designee nor the Town nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that the Licensee may conduct system-

wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

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

(i) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designees nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not

less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(j) Upon a request by a Subscriber the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding said Subscriber. The Licensee shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

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

SECTION 7.9 - DAMAGED OR LOST EQUIPMENT

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

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

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

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

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

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

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

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

ARTICLE 9
REGULATORY OVERSIGHT

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

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

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

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with the Town named as an additional insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing

Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form covering injury or damage to persons or property. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

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

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

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

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

(a) The Licensee has submitted and shall maintain throughout the duration of the Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a Twenty-five Thousand Dollar (\$25,000) performance bond running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

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

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

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual license fee payable to the Town shall be the maximum allowable by law, served as of the last day of the preceding calendar year, payable on or before March 15th of the said year.

(b) In accordance with state and/or federal law the Issuing Authority may at its discretion, after holding a public hearing, direct the Licensee to pay a license fee that shall not exceed five percent (5%), or higher if applicable law permits, of the Licensee's gross annual revenues less any operating expense for community programming under Article 6.

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

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

(a) The Licensee shall file annually with the Commission on forms prescribed by the Commission, a sworn statement of its revenues and expenses

for official use only. In addition, the Licensee shall also file with the Commission, a financial balance sheet and statement of ownership which shall be supplied upon request of the Issuing Authority. These requirements shall be subject to the regulations of the Commission.

(b) As provided by law and applicable regulations. every three (3) months the Licensee shall notify the Issuing Authority and the Commission, on forms prescribed by the Commission, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

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

(a) The Licensee shall maintain a log or I-Net occurrence form of all problems or maintenance work relating to the current I-Net, including the nature of the problem, the date on which the problem became known to the Licensee, how the Licensee became aware of the problem, and a full explanation of the investigation, finding and corrective steps taken by the Licensee. The Licensee shall furnish to the Issuing Authority a copy of such log by the 15th day of the month following the month in which the problem occurred. Upon completion and activation of the new I-Net, Licensee shall forward a copy of any

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quarterly or annual report detailing the maintenance of the new I-Net after receiving a request for such information from the Issuing Authority.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

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

- (a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;**
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);**
- (c) For repeated violations, as determined by the Commission, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;**
- (d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Commission;**

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

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

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

SECTION 9.8 - RIGHT OF REVIEW

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

SECTION 9.9- TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Commission. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application.

SECTION 9.10 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such

removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

SECTION 9.11 - INCORPORATION BY REFERENCE

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

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

SECTION 9.12 - COMMERCIAL NON-DISCRIMINATION

No commercial establishment within the Licensee's service area shall be denied Basic Broadcast Service or Cable Programming Services if requested. In responding to a request for any level or tier of cable service, the Licensee

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shall treat like situated commercial establishments within the service area similarly and in accordance with federal law and regulations.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

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

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**or entire failure of utilities; or any other cause or event not reasonably within the
Licensee's control.**

SECTION 10.3 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Weston,

Town House Road, PO Box 378, Weston, MA 02193 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn:

Director of Government Affairs, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

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

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

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

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

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

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

Weston, MA

Weston, MA

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

TOWN OF WESTON
By:

Selectman

Selectman

Selectman

Accepted by:
MEDIAONE OF MASSACHUSETTS, INC.

Russell H. Stephens
Senior Vice President
Northeast Region

EXHIBIT A

RESIDENTIAL NETWORK DROPS

- (a) Weston Town Hall, Town House Road**
- (b) Weston Public Library, 87 School Street**
- (c) Weston Recreation Center, Old Boston Post Road**
- (d) Case House, 89 School Street**
- (e) Country School, Alphabet Lane**
- (f) Woodland School, 12 Alphabet Lane**
- (g) Field School, 99 School Street**
- (h) Weston High School, 444 Wellesley Street**
- (i) Weston Middle School, 456 Wellesley Street**
- (j) Business Administration Office, 456 Wellesley Street, Rear**
- (k) Weston Police Station, 180 Boston Post Road**
- (l) Weston Fire Station, 394 Boston Post Road**
- (m) Weston Fire Station #2, 90 South Avenue (Rt. 30)**
- (n) Brook School Apartments, 44 School Street**
- (o) Council on Aging, 44 School Street**
- (p) Weston Channel 3 Studio, 44 School Street**
- (q) DPW Highway Division Garage, 190 Boston Post Road**

EXHIBIT B

INSTITUTIONAL NETWORK DROPS

- (a) Weston Town Hall, Town House Road**
- (b) Weston Public Library, 87 School Street**
- (c) Weston Recreation Center, Old Boston Post Road**
- (d) Case House, 89 School Street**
- (e) Country School, Alphabet Lane**
- (f) Woodland School, 12 Alphabet Lane**
- (g) Field School, 99 School Street**
- (h) Weston High School, 444 Wellesley Street**
- (i) Weston Middle School, 456 Wellesley Street**
- (j) Business Administration Office, 456 Wellesley Street, Rear**
- (k) Weston Police Station, 180 Boston Post Road**
- (l) Weston Fire Station, 394 Boston Post Road**
- (m) Weston Fire Station #2, 90 South Avenue (Rt. 30)**
- (n) Brook School Apartments, 44 School Street**
- (o) Council on Aging, 44 School Street**
- (p) Weston Channel 3 Studio, 44 School Street**
- (q) DPW Parks & Cemetery, 358 Boston Post Road**
- (r) DPW Director's Office, 190 Boston Post Road**
- (s) DPW Highway Division Garage, 190 Boston Post Road**

The following locations may be connected to the new I-Net in the future, but have not been calculated as part of the cost to rebuild. If the Town of Weston decides to connect these locations to the new I-Net at a future date, the locations will be constructed and fed as a plant extension, and the Town agrees to pay for the cost of the plant extension at that time.

- ***DPW Water Division, 71 Warren Avenue***
- ***DPW Solid Waster Division/Transfer Station, off Church Street***

Weston, MA

EXHIBIT C

CURRENT SCHEDULE OF RATES & CHARGES

Please see the following page(s).