

**RENEWAL  
CABLE TELEVISION LICENSE  
FOR  
THE TOWN OF WEST NEWBURY,  
MASSACHUSETTS**

TABLE OF CONTENTS

		PAGE
	INTRODUCTION.....	1
ARTICLE 1	DEFINITIONS	
Section 1.1	Definitions.....	
2		
ARTICLE 2	GRANT OF RENEWAL LICENSE	
Section 2.1	Grant of Renewal License.....	
5		
Section 2.2	Term: Non-Exclusivity.....	
6		
Section 2.3	Pole and Conduit Attachment Rights.....	
6		
Section 2.4	Renewal.....	
6		
Section 2.5	Police and Regulatory Power.....	
7		
Section 2.6	Social Contract YYYYYYYYYYYYYYYY..	7
ARTICLE 3	SYSTEM SPECIFICATIONS & CONSTRUCTION	
Section 3.1	Area to be Served.....	8
Section 3.2	Subscriber Network.....	
9		
Section 3.3	Subscriber Network Cable Drops.....	
9		
Section 3.4	Parental Control Capability.....	
10		
Section 3.5	System Technical Specifications.....	10
Section 3.6	System Monitoring.....	10
ARTICLE 4	TECHNOLOGY & SAFETY STANDARDS	
Section 4.1	System Maintenance.....	
11		

*Section 4.2*      *Repairs and Restoration.....*  
12  
*Section 4.3*      *Tree Trimming.....*  
13  
*Section 4.4*      *Strand Maps.....*  
13  
*Section 4.5*      *Building Moves..... 13*  
*Section 4.6*      *Dig Safe.....*  
13  
*Section 4.7*      *Disconnection and Relocation..... 14*  
*Section 4.8*      *Emergency Removal of Plant.....*  
14

<b>ARTICLE 5</b>	<b>PROGRAMMING</b>
Section 5.1	Basic Broadcast Service.....
15	
Section 5.2	Programming.....
15	
Section 5.3	Signal Transmission.....
15	
Section 5.4	Continuity of Service.....
16	
Section 5.5	Converter Box, Remote Controls..... 16
Section 5.6	Stereo TV Transmissions..... YYY.. 16
<b>ARTICLE 6</b>	<b>COMMUNITY CHANNEL(S)</b>
Section 6.1	Community Programming.....
17	
Section 6.2	Community Studio and Equipment.....
18	
Section 6.3	Community Programming Staff and Support.....
18	
Section 6.4	Emergency Use.....
18	
Section 6.5	Commercial Access..... 18
Section 6.6	Equal Opportunity.....
19	
Section 6.7	Editorial Control.....
19	
Section 6.8	Programming Exclusivity and Non-Competition.....
19	
<b>ARTICLE 7</b>	<b>CUSTOMER SERVICE &amp; CONSUMER PROTECTION</b>
Section 7.1	Customer Service.....
20	
Section 7.2	Consumer Complaint Procedures.....
21	
Section 7.3	Business Practice Standards.....
22	
Section 7.4	Subscribers' Antennas - Switching Devices.....
22	
Section 7.5	Channel Transpositions.....
22	

<i>Section 7.6</i>	<i>Service Interruptions.....</i>
<i>23</i>	
<i>Section 7.7</i>	<i>Subscriber Television Set.....</i>
<i>23</i>	
<i>Section 7.8</i>	<i>Protection of Subscriber Privacy.....</i>
<i>23</i>	
<i>Section 7.9</i>	<i>Damaged or Lost Equipment.....</i>
<i>26</i>	
 <i>ARTICLE 8</i>	 <i>RATES AND CHARGES</i>
<i>Section 8.1</i>	<i>Rates and Charges.....</i>
<i>27</i>	
 <i>ARTICLE 9</i>	 <i>REGULATORY OVERSIGHT</i>
<i>Section 9.1</i>	<i>Indemnification.....</i>
<i>28</i>	
<i>Section 9.2</i>	<i>Insurance.....</i>
<i>28</i>	
<i>Section 9.3</i>	<i>Performance Bond.....</i>
<i>29</i>	
<i>Section 9.4</i>	<i>License Fees.....</i>
<i>30</i>	
<i>Section 9.5</i>	<i>Reports.....</i>
<i>31</i>	

Section 9.6	Equal Employment Opportunity.....	
31		
Section 9.7	Revocation of License.....	32
Section 9.8	Determination of Breach.....	
32		
Section 9.9	Right of Review.....	34
Section 9.10	Performance Evaluation Hearing.....	
34		
Section 9.11	Transfer or Assignment.....	
35		
Section 9.12	Removal of System.....	35
Section 9.13	Non-Exclusivity of License.....	Y. 36
Section 9.14	Incorporation by Reference.....	
37		
Section 9.15	Commercial Non-Discrimination.....	
38		
ARTICLE 10	MISCELLANEOUS	
Section 10.1	Severability.....	
39		
Section 10.2	Force Majeure.....	
39		
Section 10.3	Notices.....	
40		
Section 10.4	Entire Agreement.....	
40		
Section 10.5	Captions.....	
40		
Section 10.5	Warranties.....	
41		
Section 10.6	Applicability of Renewal License.....	41
	SIGNATURE PAGE.....	42

**List of Exhibits:**

- Exhibit A: List of Designated Locations for Free Drop, Outlet and Standard Service Package**
- Exhibit B: System Technical Specifications**
- Exhibit C: Current Schedule of Rates and Charges**



## ***WEST NEWBURY 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 West Newbury, Massachusetts (hereinafter the "Town"), said license having originally commenced on November 8, 1982;***

***WHEREAS, MediaOne filed a request for a renewal of its license by letter dated January 9, 1995 in conformity with the Cable Communications Policy Act of 1984;***

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

***WHEREAS, the 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; and***

***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 West Newbury 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 Plant - *The coaxial wiring that is attached to the poles or in underground conduit along the public rights of way in the Town and transmits the cable television system signals.*

(f) 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.*

(g) 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.*

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

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

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

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

- (l) Effective Date - November 8, 1997.
- (m) FCC - Federal Communications Commission.
- (n) Issuing Authority - The Board of Selectmen of the Town of West Newbury, Massachusetts.
- (o) Licensee - MediaOne of Massachusetts, Inc., whose ultimate parent company is U S WEST, Inc.
- (p) 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.
- (q) Outlet - An interior receptacle that connects a television set to the Cable Communications System.
- (r) Programming - Any video, audio, text or data coded signal carried over the Cable Communications System.
- (s) Renewal License - The license granted herein.
- (t) 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.
- (u) 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.
- (v) Subscriber Network - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.
- (w) Town - The Town of West Newbury, Massachusetts.

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **SECTION 2.1 - GRANT OF RENEWAL LICENSE**

*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 West Newbury.*

*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.*

*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 five (5) years and shall commence on November 8, 1997, following the expiration of the current License, and shall terminate at midnight on November 7, 2002.*

**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.*

**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 - SOCIAL CONTRACT**

*The provisions of the Social Contract entered into between MediaOne and the FCC, as amended, are hereby incorporated herein.*



**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 West Newbury. Service shall be provided to every dwelling occupied by a person requesting cable service in the service area, 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, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.*



## **SECTION 3.2 - SUBSCRIBER NETWORK**

*The Licensee shall maintain a Cable Communications System utilizing addressable technology and capable of 750 MHz. The Cable System shall be designed for a minimum of 550 MHz of analog signal transmission [seventy-seven (77) channels in the forward direction] and 200 MHz reserved for future digital or analog two-way transmission provided however, the Licensee in its sole discretion, may change said allocation of bandwidth.*

## **SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS** **[SEE G.L.c. 166A §5(e)]**

*(a) The Licensee shall provide one (1) Drop, Outlet and the Standard Service Package at no charge to all municipal and other public buildings reasonably requested in writing by the Issuing Authority which lie along its cable routes in the Town. (See Exhibit A attached hereto and made a part hereof.) 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.*

*(b) In accordance with the terms of the Social Contract, Licensee shall provide one (1) free cable connection to public schools located within two hundred feet (200 ft.) of the cable plant. For new schools and those undergoing extensive renovations, Licensee will wire each of the classrooms in such schools free of charge. The provisions of said Social Contract are specifically incorporated herein.*

*(c) In accordance with the terms of the Social Contract, Licensee agrees to provide each school with one (1) free connection, modem and access to an on-line service within one (1) year of said service being commercially available in the Town.*

#### **SECTION 3.4 - 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.*

#### **SECTION 3.5 - SYSTEM TECHNICAL SPECIFICATIONS**

*The design of the Cable Communications System shall substantially conform to the specifications prepared by the Licensee, incorporated in Exhibit B attached hereto and made a part hereof. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC and National Cable Television Association (NCTA) technical standards.*

#### **SECTION 3.6 - SYSTEM MONITORING**

*The Licensee shall conduct daily signal monitoring. Such capacity, to be located at its central office facility, shall enable the Licensee to monitor the signal quality of all channels delivered on the Cable Communications System, including the community programming channels.*



**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.*

## **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 access channel(s) required by this Renewal License.*

#### **SECTION 5.3 - SIGNAL TRANSMISSION**

*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. Subscriber television sets must be capable of receiving stereo signals.*

**ARTICLE 6**  
**COMMUNITY CHANNEL(S)**

**SECTION 6.1 - COMMUNITY PROGRAMMING**

*(a) The Licensee shall provide one (1) community channel for non-commercial use by residents of the Town, the educational authorities and local government officials. The Licensee shall also reserve one (1) additional channel for such uses according to the following formula. An additional community programming channel shall be made available when the existing channel is used to cablecast first-run, locally produced non-commercial programming eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive six-hour period for six (6) consecutive weeks. The Licensee shall have six (6) months following a request by the Issuing Authority in which to make such new channel available.*

*(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 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).*

## **SECTION 6.2 - COMMUNITY STUDIO AND EQUIPMENT**

*(a) The Licensee shall manage and operate a regional studio for the production of community programming by residents and organizations of West Newbury.*

*(b) The Licensee will continue to periodically provide training in the use of television production equipment at their community television facility to interested residents and organizations of West Newbury.*

## **SECTION 6.3 - COMMUNITY PROGRAMMING STAFF AND SUPPORT**

*The Licensee shall maintain a full-time (40 hours per week) program director who will coordinate community programming and be responsible for community outreach in Ipswich, Newbury, Newburyport, Rowley and West Newbury and conduct training workshops in video production.*

## **SECTION 6.4- 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 6.5 - 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 6.6 - 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 origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 C.F.R. §§76.205 and 76.209 and any and all other applicable laws and regulations.*

**SECTION 6.7 - EDITORIAL CONTROL**

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

**SECTION 6.8 - 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 C.F.R. §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 transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.*

#### **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.*

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

- (1) the satisfactory 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 providing the Issuing Authority with thirty (30) days' written notice prior to reducing or canceling the bond.*

#### **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 C.F.R. §76.305 in the manner prescribed therein.*

**SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY**

*The Licensee is an Equal Opportunity Employer and, pursuant to 47 C.F.R. §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 - DETERMINATION OF BREACH**

*(a) In the event that the Issuing Authority has evidence that the Licensee has defaulted in the performance of any material provision(s) of this Renewal License, except as excused by force majeure or other factors beyond the reasonable control of the Licensee, or prior to institution any action under either Section 9.3 (Performance Bond) or Section 9.7 (Revocation of License), the*



*Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:*

- (1) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information of documentation as may be necessary to support the Licensee's position; or*
- (2) cure any such default (and provide written evidence to the Issuing Authority of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, promptly to take steps to cure said default and diligently continue such efforts until said default is cured.*

*(b) In the event that the Licensee fails to respond to such notice of default or to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period or to diligently continue such efforts until the default is cured, the Issuing Authority may schedule a public hearing no sooner than thirty (30) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to be heard at such public hearing, including the right to present evidence in its own behalf (both testimonial and documentary), to pose questions to those conducting the hearing (which questioning shall not be unduly burdensome and shall be limited to no more than thirty questions), and to review documents presented in support of a claimed material breach. Within thirty (30) days after said public hearing, the Issuing Authority shall make a written determination, based upon evidence introduced at*

***the hearing, whether or not the Licensee is in default of any material provision of the Renewal License.***

*(c) If the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:*

- (1) seek specific performance of any provision of the Renewal License which reasonably lends itself to such remedy as an alternative to damages;*
- (2) exercise or foreclose on all or any appropriate part of the security provided herein;*
- (3) commence an action at law for monetary damages;*
- (4) declare the Renewal License to be revoked subject to the provisions herein and applicable law; and*
- (5) any other remedy available to the Issuing Authority.*

#### **SECTION 9.9 - RIGHT OF REVIEW**

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

#### **SECTION 9.10 - PERFORMANCE EVALUATION HEARING**

*(a) The Issuing Authority may request annual performance evaluation hearings. All such evaluation hearings shall be open to the public. The Issuing Authority shall provide sixty (60) days' notice of such hearing to the Licensee. The purpose of said evaluation hearing shall be to, among other things: 1) review the Licensee's compliance with the term and conditions of the Renewal License; 2) review current technological developments in the cable television field; and 3) hear comments, suggestions and/or complaints from the public.*

*(b) The Issuing Authority may request Licensee to provide information relative to the general operation and construction of the Cable Communications*

*System. Upon adequate notice, the Licensee shall provide such documents or other materials as are reasonably requested by the Issuing Authority. Any such review hearing shall be conducted consistent with the Issuing Authority's standard public hearing practices and/or procedures.*

*(c) If the Issuing Authority finds inadequacies as a result of the performance evaluation hearings, the Issuing Authority may exercise its rights under Section 9.8 (Determination of Breach).*

#### **SECTION 9.11- 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 9.12 - 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 9.13 - NON-EXCLUSIVITY OF LICENSE**

*(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Communications System within the Town of West Newbury; 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 subsection shall be subject to specific performance.*

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

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

*Effective Date of this Renewal License; and (2) that such competition is beyond the control of the Licensee. The Licensee shall have the right to obtain modification of requirements of this Renewal License if the Licensee demonstrates that (i) it is commercially impracticable for the Licensee to comply with such requirement and (ii) the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability. Any final decision made by the Issuing Authority under this subsection 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.*

#### **SECTION 9.14 - 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 9.15 - 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 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 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 West Newbury, 381 Main Street, West Newbury, MA 01985 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 10.5 - WARRANTIES**

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

*(a) The Licensee is the 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 10.6 - 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.*

**WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF**  
**\_\_\_\_\_ 1997.**

**TOWN OF WEST NEWBURY**

**By:**

\_\_\_\_\_  
**Selectman**

\_\_\_\_\_  
**Selectman**

\_\_\_\_\_  
**Selectman**

**Accepted by:**

**MEDIAONE OF MASSACHUSETTS, INC.**

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

## ***LIST OF EXHIBITS***

***Exhibit A: List of Designated Locations for Free Drop, Outlet and Standard Service Package***

***Exhibit B: System Technical Specifications***

***Exhibit C: Current Schedule of Rates and Charges***

***EXHIBIT A***  
***List of Designated Locations for***  
***Free Drop, Outlet and Standard Service Package***

***TOWN OF WEST NEWBURY***

***Town Office Building***  
***1910 Building***  
***Central Fire Station***  
***Police Station***  
***Library***  
***Page School***  
***Central School***  
***Pentucket High School***  
***Pentucket Jr. High School***

***Note: Additional locations may be reasonably requested in writing by the Issuing Authority and added to this list from time to time during the duration of the License.***



## ***EXHIBIT B***

### ***System Technical Specifications***

#### ***NEW ENGLAND REGION DESIGN SPECIFICATIONS***

***The following architecture and performance standards apply for all cable systems within the New England Region. Any and all exceptions must be approved by the Vice President of Engineering and Technology.***

- 1. END OF LINE PERFORMANCE:***

<i>C/N:</i>	<i>-47db</i>
<i>Measured at the output of the tap port</i>	<i>CSO: -53db</i>
	<i>CTB: -53db</i>
	<i>XMOD: -51db</i>
- 2. TAP OUTPUT LEVELS: +14DBMV***  
*Hot tap levels to be specified on a case by case basis*
- 3. BANDWIDTH: 52-750 MHz downstream***  
*5-40 MHz*  
*52-550 MHz analog loading, 550-750 MHz digital loading (carrier level -6db from analog)*
- 4. HOMES PER NODE: Maximum homes passed per node -1,500***  
*Express distribution to 500 home pockets for future granularity when needed*
- 5. OPTICS: Fibers per node -4 dedicated***  
*Forward TX: 2:1 split ratio*  
*Reverse TX: RPTV 1 - FP laser*  
*Redundancy: RF bypass where applicable (architecture dependent)*  
*Dual receives with hot optics input to both RXs when available from GI*
- 6. POWER SUPPLIES: All three battery cabinets required***  
*All nodes powered by full standby power supply*  
*All power inserters to be crowbar devices*  
*Note: Designer has option of specifying standby units in dense or key locations*
- 7. STATUS MONITORING: All power supplies***  
*All fiber nodes*  
*One end of line monitor per serving area*
- 8. DIGITAL CARRIERS ABOVE 550 MHz: Designed for 6db below analog carrier levels***



***EXHIBIT C***  
***Current Schedule of Rates & Charges***

*(Please see following page.)*