

City of Woburn

Massachusetts

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GRANT OF RENEWAL LICENSE

WITNESSETH

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

WHEREAS, RCN-BeCoCom, Inc. (the "Operator") submitted an informal proposal to the City of Woburn, dated October, 2009, for renewal of a license to construct, operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority and RCN-BeCoCom, Inc. did engage in good faith negotiations to further clarify said Proposal and did agree on terms to construct, operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority conducted a duly noticed public hearing on April 10, 2014;

NOW THEREFORE, the Issuing Authority, after consideration, analysis and deliberation of said proposal, negotiations, and the testimony provided at said public hearing does find as follows:

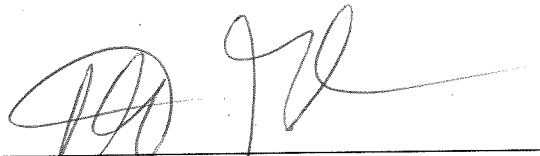
1. The Operator has substantially complied with the material terms of the existing franchise and applicable law;
2. The quality of the Operator's service, including signal quality, response to consumer complaints, and billing practices (without regard to the mix or quality of cable services or other services provided over the system) has been reasonable in light of community needs;
3. The Operator has the financial, legal and technical ability to provide the services, facilities and equipment as set forth in the Operator's proposal;

4. The Operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and,

5. It would be in the best interests of the City of Woburn to grant a non-exclusive Renewal License to the Operator.

BASED THEREON, and in accordance with MGL c.166A §13 and 207 CMR 3.06(1), the Issuing Authority does hereby grant a renewal license, subject to the terms and conditions set forth in the document negotiated by the parties and entitled "Cable Television Renewal License Granted to RCN-BeCoCom, Inc.".

SUBMITTED this 17 th of April, 2014 by the Issuing Authority of the City of Woburn,
MA.



Scott D. Galvin, Mayor

Witness: Joan M. DiSarcina

Name (Print): JOAN M. DISARCINA

CABLE TELEVISION
RENEWAL LICENSE

GRANTED TO
RCN-BECOCOM, LLC

April 17, 2014

SCOTT D. GALVIN, MAYOR
CITY OF WOBURN
MASSACHUSETTS

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-City of Woburn Cable Television License-

AGREEMENT

This Cable Television Renewal License entered into this 17 day of April, 2014, by and between RCN-BeCoCom, LLC, and the Mayor of the City of Woburn, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

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

WHEREAS, the Issuing Authority conducted a public hearing on April 10, 2014; and

WHEREAS, RCN-BeCoCom, LLC submitted an informal proposal to the City of Woburn, dated October, 2009, for renewal of a license to construct, operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority and RCN-BeCoCom, LLC did engage in good faith negotiations to further clarify said Proposal and did agree on proposals to construct, operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, Cable Television System design and other proposals of RCN-BeCoCom, LLC; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Woburn to grant a non-exclusive Renewal License to RCN-BeCoCom, LLC

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

ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

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

-City of Woburn Cable Television License-

(1) Access: The right or ability of any Woburn resident and/or any persons affiliated with a Woburn institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee shall make available to the City of Woburn, without charge, for the purpose of transmitting programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation or Non-Profit Access Corporation: The entity, designated by the Issuing Authority of the City of Woburn, for the purpose of operating and managing the use of public access facilities and channels on the Cable Television System.

(4) Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority, from time to time.

(5) Affiliate or Affiliated Person: Any Person who or which directly or indirectly controls and owns an interest in the Licensee; any Person which the Licensee directly or indirectly controls and in which the Licensee owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in the Licensee; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.

(6) Application: The renewal proposal submitted by RCN-BeCoCom LLC to the Issuing Authority of the City of Woburn in July, 2008.

(7) Basic Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this Renewal License to the extent it is not inconsistent with federal law.

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

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

(10) Cable Service: The one-way transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection of such video programming or other programming services, which the Licensee may make available to all Subscribers generally.

(11) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

-City of Woburn Cable Television License-

(12) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the City.

(13) City: The City of Woburn, Massachusetts.

(14) City Solicitor: The City Solicitor of the City of Woburn, Massachusetts.

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

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

(17) Converter: Any device changing the frequency of a Signal. A Subscriber converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(18) Department of Public Works ("DPW"): The Department of Public Works of the City of Woburn, Massachusetts.

(19) Digital Compression Technology: A technology within the cable television industry by which the Licensee may compress the existing channels, on a 5:1 basis (five NTSC channels can be transmitted on 6 MHz or more), or such other ratio as the Licensee in its discretion may choose to utilize.

(20) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of programming.

(21) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(22) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(23) Effective Date of the Renewal License (the "Effective Date"): November 27, 2010.

(24) Execution Date of the Renewal License (the "Execution Date"): April 17, 2014.

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

-City of Woburn Cable Television License-

(26) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or his designees wishing to present non-commercial programming and/or information to the public.

(27) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the System; the provision of any Service Related Activity in connection with the operation of the System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter and remote control rentals, leases or sales; studio and other facility and/or equipment rentals; any other Cable Service revenues as allowed by applicable law; advertising revenues; and revenue derived by the Licensee and/or any Affiliate(s) from the sale of products in any way advertised or promoted on the System. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

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

(29) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

(30) Institutional Network ("I-Net"): The dedicated two (2) strand fiber-optic cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, his departments and designees and the Licensee.

(31) Issuing Authority: The Mayor of the City of Woburn, Massachusetts.

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

(33) License Fee or Franchise Fee: The payments to be made by the Licensee to the City of Woburn, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

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(34) Licensee: RCN-BeCoCom LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(35) NTSC: The acronym for National Television Systems Committee.

(36) NCTA: The acronym for the National Cable Television Association.

(37) Origination Capability: An activated connection to an Upstream I-Net Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

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

(39) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis, in addition to the fee or charge for the Basic Service.

(40) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program basis, in addition to the charge or fee to Subscribers for the Basic Service, including Video on Demand

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

(42) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

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

(44) Prime Rate: The prime rate of interest as published by Century Bank, 400 Mystic Avenue, Medford, MA.

(45) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for the use of Woburn individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(46) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

(47) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

-City of Woburn Cable Television License-

(48) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(49) Service: Any Basic Service, any Pay Cable Service, or any other service (including Pay-per-View), whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the System.

(50) Service Related Activity: Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the System or the production or distribution of any Service over the System by any Person other than the Licensee, including, without limitation, operation of studio or any other facilities or equipment, billing, audience promotion, and/or installation or lease of equipment.

(51) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(52) State: The Commonwealth of Massachusetts.

(53) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(54) Subscriber Network: The 860 MHz single trunk, bi-directional-capable network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(55) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

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

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

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Mayor of the City of Woburn, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive, revocable Cable Television Renewal License to the Licensee authorizing the Licensee to

-City of Woburn Cable Television License-

construct, install, operate and maintain a Cable Television System within the corporate limits of the City of Woburn.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all lawful City, State and Federal statutes and ordinances of general application.

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

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or City ordinances enacted hereafter, as attached hereto as Exhibit 1.

Section 2.2 TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on November 27, 2010 and shall expire on November 26, 2020, unless sooner terminated as provided herein or surrendered.

Section 2.3 NON-EXCLUSIVITY OF RENEWAL LICENSE

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 television system within the City of Woburn; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

Section 2.4 POLICE AND REGULATORY POWERS

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

Section 2.5 REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless: (1) the Licensee renews its license for another term; or, (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6 TRANSFER OF THE RENEWAL LICENSE

(1) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing, subject to fourteen (14) days duly published notice, upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(2) Pursuant to 207 CMR 4.04, as may be amended and applicable federal law, in considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license, experience in the cable industry, performance in other communities, and any other criteria allowable under law and/or regulation.

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

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

(5) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

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(6) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

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

Section 2.7 EFFECT OF UNAUTHORIZED TRANSFER ACTION

(1) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall:

(i) be deemed a material breach of this Renewal License; and,

(ii) among other remedies available to the City, be subject to a liquidated damages assessment in Section 11.2 infra.

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

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate and maintain, at its sole cost and expense, a Hybrid Fiber Coax ("HFC") designed eight hundred sixty Megahertz (860 MHz) Subscriber Network, fully capable of carrying at least one hundred ten (110) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. The Subscriber Network shall conform, at a minimum, to the "Technical Description of Subscriber Network for the City of Woburn", attached hereto as Exhibit 2 and made a part hereof.

(b) Pursuant to Exhibit 3, attached hereto and made a part hereof, the Licensee shall continue to program a minimum of one hundred ten (110) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including the public, educational and governmental Access Channels.

(c) The Licensee shall continue to maintain throughout the term of this Renewal License, standby power at its Headend facility. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby

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generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(d) The Licensee shall continue to equip the Subscriber Network Trunk and Distribution System and the Access Channels' dedicated cable between the public access studio and the Licensee's Hub Site with stand-by power supplies capable of at least two (2) hours of standby operations.

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

(f) Licensee's obligation to extend its Cable Television System to unconstructed streets of the City shall be limited to those streets in which the Licensee's cost of construction is no greater than One Thousand Dollars (\$1,000.00) per dwelling unit, unless prospective subscribers within said streets agree to pay all the additional costs in excess of said amount of One Thousand Dollars (\$1,000.00).

Section 3.2 INSTITUTIONAL NETWORK

(a) Licensee shall continue to operate and maintain (including fiber and/or equipment repair and/or replace), at its sole cost and expense, a two (2) single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the City and/or its Designees. The I-Net shall comply in all respects with the "General Description of Woburn Institutional Network", including equipment specified therein, attached hereto as Exhibit 4 and made a part hereof. The two (2) single mode fiber-optic strands shall interconnect each of the buildings specified in Exhibit 5 to the Licensee's Hub location using a star network topology.

(b) The I-Net shall be capable of providing voice, video and data services between City buildings and other institutions specified in Exhibit 5. The Licensee shall provide professional consulting services to the City in order to facilitate video and data transmission capacity over the I-Net. Designated Users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.

(c) Two (2) single mode fibers shall be terminated at each location requiring access to the I-Net. One (1) fiber shall be used for upstream transmission from the I-Net to the Licensee's Hub location in the City. The second fiber shall be used for downstream transmissions.

(d) Unless noted otherwise in Exhibit 5, the Licensee shall continue to provide, free of charge, an I-Net Drop and Outlet(s) to each of the institutions listed in Exhibit 5 of this Renewal License. The Licensee shall supply the appropriate connector so as to allow the User(s) origination capability at the institutions specified in said Exhibit 5.

(e) The Licensee shall: (i) make available to the City a reasonable amount of professional consultation regarding the operation of the I-Net, from its in-house personnel, on an annual basis; (ii) respond to the City within two (2) hours of notification (at such points of

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contact as Licensee shall designate) from the City of an I-Net service problem; and, (iii) provide such grant (\$50,000.00) as is set forth at Exhibit 7, attached hereto and made a part hereof.

(f) Construction, installation and activation of each designated Drop and Outlet specified in Exhibit 6 shall be completed within sixty (60) days of designation by the City, for aerial Drops, and within one hundred twenty (120) days of designation by the City, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall: (i) supply the specified switch (a pair of Moxa EDS 508A single mode switches or comparable product) so as to allow the User(s) transmission capability at the locations specified in said Exhibit 6; and, (ii) shall discuss the location of each connection with the appropriate officials for each of the facilities designated to receive a Drop and Outlet, prior to the installation thereof. The City shall designate such officials in writing to the Licensee. For purposes of this Subsection (f), Licensee shall bear the costs hereof in an aggregate amount of thirty six thousand dollars (\$36,000.00), predicated on an average cost per location of three thousand six hundred dollars (\$3,600.00), switches included.

(g) Beyond the total number of Outlets required herein to be provided at the Licensee's sole cost and expense in Section 3.2(d), the Issuing Authority may request additional I-Net Outlets for public buildings, institutions and/or non-profit agencies, which the Licensee shall install at Licensee's sole cost and expense.

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

(i) The I-Net shall be operated in compliance with applicable FCC Technical Specifications as may be amended from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software installed or owned by the City or other User, the Licensee shall resolve the technical problem. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.

(j) Nothing in this Section 3.2, or elsewhere in the Renewal License, shall prevent the Issuing Authority from allowing the Access Corporation(s) from using one (1) or more of the designated I-Net channels described in Section 3.2(a) herein.

Section 3.3 CABLE SYSTEM INTERCONNECTION

(a) The Licensee shall seek to interconnect the I-Net with any and all other adjacent cable systems, within twelve (12) months of a request to do so by the Issuing Authority. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite or any other appropriate method, as determined by the Licensee.

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(b) The Licensee shall make available to the City three (3) Upstream Channels and three (3) Downstream Channels for each such interconnection use. Said channels shall be included in the Upstream and Downstream I-Net channels reserved for the City's own use pursuant to Section 3.2(a) herein. The City shall have the sole right to decide whether such channels are to be used for interconnection purposes or as I-Net channels within the City.

(c) Upon receiving a request from the Issuing Authority to interconnect a system or channels, the Licensee shall promptly initiate negotiations with the other affected cable system(s) in order that costs may be fairly shared for both construction and operation of the interconnection link. The Licensee may be granted reasonable extensions of time to interconnect upon a showing that such additional time is necessary to accomplish the interconnect and that the Licensee has proceeded in good faith to meet the twelve (12) month deadline required in paragraph (a) above.

(d) The Issuing Authority may rescind its order to interconnect upon request by the Licensee. The Issuing Authority shall grant said request if he finds that the Licensee has negotiated in good faith and has failed to obtain an approval from the system(s) involved, or the other municipality involved, or that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates in the City.

(e) The Licensee shall keep the Issuing Authority or his Designee(s) informed of progress made toward such interconnection, including sending copies of all interconnection-related correspondence and other information to the City.

(f) The Licensee shall cooperate with the City and/or any State or Federal agency which may be hereafter established for the purpose of regulating, financing or otherwise providing for the interconnection of cable systems beyond the corporate limits of the City of Woburn.

Section 3.4 **PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets. There shall be no charge for such parental control capability.

Section 3.5 **EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network, described in Section 3.1 herein, shall have an activated Emergency Alert System ("EAS") that will override the audio and video Signal(s) carried on the Woburn Subscriber Network. The EAS will switch-off Cable Television Signals at the local Hub Site and automatically insert video and audio messages that will alert and instruct Subscribers to follow specific emergency related instructions. The EAS shall consist of a MHz sub-alert 70A Camb Generator Base Package, idea/onics AV-70+ expansion switch, a MHz EAS-4 AM/FM/NOAA receiver, or like equipment, and associated antennas and interface equipment. The EAS shall be controlled remotely by the Issuing Authority, and provided by the Licensee at its sole cost and expense.

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Section 3.6 SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Television System, pursuant to Sections 3.1 and 3.2 herein, shall conform to the technical specifications contained in Exhibit 2, attached hereto and made a part hereof. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

Section 4.1 SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable Service available to substantially all residents of the City, regardless of the type of dwelling or its geographical location in the City, subject to Section 4.1(b) below, unless the Licensee is legally prevented from providing such Service.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions. Any dwelling unit within four hundred feet (400') of the Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation greater than 400' shall be provided at the Licensee's actual cost, including the cost for system design changes to extend the cable plant to within 400' of the dwelling unit. Any underground installation shall be provided at the Licensee's actual cost.

Section 4.2 LOCATION OF CABLE TELEVISION SYSTEM

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

Section 4.3 UNDERGROUND FACILITIES

In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the City at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense. Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4 TREE TRIMMING

In installing, operating and maintaining equipment as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or his Designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City's Tree Warden.

Section 4.5 RESTORATION TO PRIOR CONDITION

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

Section 4.6 TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable notice, 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 his Designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity. If any costs herein are to be passed-through to Subscribers, the Licensee shall first notify the Issuing Authority of such costs in writing.

Section 4.8 EQUIPMENT

The Licensee shall purchase and install only new equipment in the construction of the Cable System. The Licensee shall keep a record of equipment invoices or material transfers to assure compliance with this Section 4.8. Such invoices shall be retained by the Licensee for one

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(1) year after installation and shall be subject to inspection and copying by the Issuing Authority or his Designee during the Licensee's regular business hours upon reasonable request.

Section 4.9 SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.10 PEDESTALS

In any cases in which pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the City in accordance with Section 4.13 herein.

Section 4.11 PRIVATE PROPERTY

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

Section 4.12 RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Issuing Authority or his Designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License and to make such tests as he shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the City shall be at the sole cost and expense of the City and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the City shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

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Section 4.13 CONSTRUCTION MAPS

(a) Upon request, the Licensee shall file with the Issuing Authority or his Designee "as-built" maps of all existing and newly constructed Cable System plant. If changes are made in the Cable System, the Licensee shall file updated as-built maps annually, not later than fifteen (15) days after each anniversary of the Execution Date of this Renewal License.

(b) Within sixty (60) days of the Execution Date of this Renewal License, the Licensee shall supply the City with a full set of Computer-Aided-Design/Computer-Aided-Mapping ("CAD-CAM") maps of the Cable System, for the City's use, without charge(s) to the City. The Licensee shall update and maintain said mapping on an annual basis throughout the term of this Renewal License. Said CAD-CAM maps shall separately show, among other things: (1) all Boston Edison plant in the City; and, (2) the Licensee's Cable System plant in the City.

Section 4.14 SERVICE INTERRUPTION

Where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing, upgrading or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one (1) of the Cable System's local channels.

Section 4.15 COMMERCIAL ESTABLISHMENTS

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

Section 4.16 "DIG SAFE"

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 BASIC SERVICE

The Licensee shall make available a Basic Service to all Woburn Subscribers.

Section 5.2 PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in Exhibit 3, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the Programming listed in Exhibit 3, attached hereto, are at the sole discretion of the Licensee, and such Programming may be subject to change from time to time.

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(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Woburn Programming line-up at least thirty (30) days before any such substantial change is to take place. At the same time, the Licensee shall also provide Subscribers with a channel line-up card or sticker showing the new channel line-up.

Section 5.3 TWO-WAY CAPABILITY

The Licensee shall construct and maintain a two-way capable Cable System, subject to Section 3.1 herein.

Section 5.4 LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.5 CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance. Appropriate credit shall be given to all Subscribers affected by a Cable Signal outage in excess of twenty-four (24) hours duration.

Section 5.6 FREE DROPS & BASIC SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide and maintain one (1) free, activated Subscriber Cable Drop, Outlet(s) and the monthly Basic Service to all police and fire stations, public libraries and other public or non-profit buildings designated in writing by the Issuing Authority and included in Exhibits 8 and 9, attached hereto and made a part hereof. The Licensee shall coordinate the precise location of each Drop with each of the aforementioned institutions. There shall be no costs to the City or any designated institution for the installation and provision of Basic Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet, if necessary, without charge to the City. The Licensee shall maintain such Outlets and converters for normal wear and tear, at its sole expense; provided, however, that the Licensee or designated user (if the School Department) shall be responsible for repairs and/or replacement necessitated by any acts of vandalism, theft, or other extraordinary circumstances.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1 PEG ACCESS CHANNELS

(a) Upon the Execution Date of this Renewal License, the Licensee shall continue to make available a total of three (3) six Megahertz (6 MHz) channels for PEG Access purposes, which shall be used to transmit non-commercial PEG programming to Subscribers, at no cost to the City or the Access Corporation and, except as otherwise provided for herein, shall be subject to the control and management of the City and the Access Corporation. Said Access Channels shall be included in the Licensee's Basic Service.

(b) As of the Execution Date of this Renewal License, the PEG Access channel locations are as follows:

- | | | |
|-----|----------------------|------------|
| (1) | Governmental Access: | Channel 3 |
| (2) | Educational Access: | Channel 13 |
| (3) | Public Access: | Channel 15 |

(c) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, established in paragraph (b) above, without the advance, written notice to the Issuing Authority, the Access Corporation, and customers.

(d) If, over the course of any six (6) month period during the term of this Renewal License, all three (3) of the PEG Access Channels are programmed with original, non-repeated, locally-produced Programming (excluding alpha-numeric "bulletin board" programming) for seventy five percent (75%) or more of the time during the hours between 10:00am and 11:00pm, the Issuing Authority may so notify the Licensee, in writing. Included in such notification shall be copies of program logs and other records verifying such usage for said period of time, and original logs and other records shall be made available to the Licensee upon request. After receipt of such notification and verification to the Licensee's reasonable satisfaction, the Licensee shall, at the Issuing Authority's request, make available to the Issuing Authority and/or the Access Corporation, as designated by the Issuing Authority, capacity on its Basic Service Tier available for one (1) additional PEG Access Downstream Channel. This Section 6.1(d) does not constitute an obligation on the Licensee to add additional Channel capacity at any time during the term of this Renewal License.

(e) In addition to the three (3) standard definition channels referenced at (a) - (c) *supra*, and distinct from the channel referenced at (d), *supra*, Licensee shall provide one (1) high definition channel, as set forth on Exhibit 3, for purposes of broadcast of Public Access programming by the Access Corporation. Said channel shall be made available to the Access Corporation upon request, but in no event later than four (4) months after the Execution Date.

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Section 6.2 PEG ACCESS EQUIPMENT SUPPORT

(a) The Licensee shall provide PEG Access Support comprised of all equipment necessary to operate the channel provided, and in accordance with the timeframe set forth at 6.1(e), *supra*, not to exceed fifteen thousand dollars (\$15,000.00).

(b) In no event shall said PEG Access Equipment Support be counted against any Franchise or License Fee payment, required by Section 7.1 *infra*, or any other fees or payments required by applicable law.

Section 6.3 ACCESS CORPORATION

Woburn Public Media Center, Inc. (WPMC, Inc.) shall be the designated Public Access Corporation to provide services to public Access Users as follows:

(1) Schedule, operate and maintain the Public Access Channels provided in accordance with Section 6.1 herein;

(2) Manage annual funding, pursuant to Section 7.1 *infra*;

(3) Operate and maintain a Public Access studio, and purchase and/or lease equipment, with the funds provided in Section 6.2(a) above, as allocated for such purposes by the Issuing Authority;

(4) Conduct training programs in the skills necessary to produce quality Public Access programming;

(5) Provide technical assistance, pre-production services, post-production services and production services to Public Access Users, using Access Corporation staff and volunteers;

(6) Establish rules, procedures and guidelines for use of the Public Access Channel;

(7) Provide publicity, fund-raising, outreach, referral and other support services to Public Access Users;

(8) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public Access Channel, facilities and equipment as appropriate and necessary; and

(9) Produce or assist Users in the production of original, non-commercial video programming of interest to Subscribers and focusing on City issues, events and activities.

Section 6.4 EDUCATIONAL ACCESS

The Issuing Authority, through, WPMC, Inc., shall: (i) provide educational programming for Woburn Subscribers; and, (ii) manage annual funding and establish rules, procedures and guidelines for the use of the Educational Access Channel.

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Section 6.5 RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Article 6. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from the original due date at the rate of two percent (2%) above the annual Prime Rate during the period that such additional amount is owed.

Section 6.6 PEG ACCESS PAYMENTS

All equipment provided hereunder in accordance with Section 6.2 shall be deeded by the Licensee directly to the City.

Section 6.7 EQUIPMENT OWNERSHIP

The City and/or WPMC, Inc. shall own all equipment purchased with funding and/or provided pursuant to this Article 6. The Licensee shall have no obligation to maintain or insure any such Access equipment.

Section 6.8 ACCESS CHANNEL(S) MAINTENANCE

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

(b) The Licensee shall provide, at its sole cost and expense, up to three (3) person-hours each month for inspection and maintenance of the City's governmental and educational access equipment, as requested by the Issuing Authority, upon reasonable notice to the Licensee.

Section 6.9 ACCESS CABLECASTING

(a) In order that the City and the Access Corporation can cablecast Access programming over the four (4) PEG Access Channels, all PEG Access programming shall be modulated, then transmitted from any location in the City with Origination Capability to the I-Net Hub Site, on one of the I-Net Upstream Channels made available, without charge, for such purpose. At the Hub Site, said Access programming shall be retransmitted in the downstream direction on one of the four (4) Downstream PEG Access Channels.

(b) The Licensee shall continue to provide Origination Capability to the City and the Access Corporation, as required in Section 3.2, *supra*, and Exhibit 4 herein. The Licensee shall also continue to provide and maintain equipment at a location designated by the Issuing Authority in order to receive and process upstream programming from the I-Net and routing such programming through the Headend for distribution to the Subscriber Network and/or the I-Net.

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(c) The Licensee shall continue to provide and maintain all necessary switching equipment at the Headend in order to switch Upstream Signals from any remote locations with Origination Capability to the designated Downstream Access Channel. The Licensee shall maintain any equipment that it owns.

Section 6.10 THIRD PARTY RIGHTS

The Issuing Authority and the Licensee herein acknowledge and agree that the Access Corporation is not a party to this Renewal License and that any provisions herein that may affect the Access Corporation are not intended to create any rights on behalf of the Access Corporation.

Section 6.11 ACCESS PROGRAMMING

Editorial discretion and the content of programming on the Public Access Channels, and any liability therefor, shall reside solely with, and be the sole responsibility of, the City or its designee Access Corporation.

Section 6.12 CENSORSHIP

Neither the Licensee, the City, nor the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1 LICENSE FEE

(a) The Licensee shall continue to pay to the City, throughout the term of this Renewal License, a License Fee equal to five percent (5%) of the Licensee's Gross Annual Revenues, as such term is defined in this Renewal License. Said License Fee shall be used for, among other things, support of the Access Corporation and PEG Access Programming.

(b) The Licensee shall make such Gross Annual Revenue payments annually within thirty (30) days following each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's Chief Financial Officer documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year, as well as a completed Gross Annual Revenues Reporting Form, attached hereto as Exhibit 12.

(d) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any license fee payable to the State; and furthermore provided, however, that said five percent (5%) shall not include the following: (i) any equipment and/or grant supplied herein to the City for I-Net use (Section

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3.2.); (ii) the PEG Access equipment/facilities grants herein (Section 6.2); (iii) any interest due herein to the City and/or the Access Corporation because of late payments; and/or (iv) any damages herein (Section 11.2).

Section 7.2 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

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

(c) All contributions, services, equipment, channel capacity, facilities, support, resources and other things of value to be paid, supplied or provided by the Licensee pursuant to this Renewal License are for the benefit of all Subscribers. The Licensee agrees that said contributions and other things of value are not within the meaning of the term "Franchise Fee" as defined in Section 622(g)(1) of the Cable Act and fall within one or more exclusions to the term "Franchise Fee" as defined in Sections 622(g)(2)(A) through (D) of the Cable Act.

Section 7.3 LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the City pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.4 RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 7.4. All amounts paid shall be subject to audit and recomputation by the City, which shall be based on the

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Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year. If, after audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall pay all of the costs of such audit. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

Section 7.5 AFFILIATES USE OF SYSTEM

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

Section 7.6 METHOD OF PAYMENT

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

ARTICLE 8

RATES AND CHARGES

Section 8.1 RATE REGULATION

In the future, the City reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and Federal laws.

Section 8.2 NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all changes in services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade

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service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as Exhibit 10.

Section 8.3 PUBLICATION

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

Section 8.4 NON-DISCRIMINATORY RATES

All of the Licensee's rates, charges and pricing for Subscriber services shall be non-discriminatory.

Section 8.5 CREDIT FOR SERVICE INTERRUPTION

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 INSURANCE

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

(1) A general comprehensive liability policy naming the City, its officers, boards, commissions, committees, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one Person in any one occurrence and Three Million Dollars (\$3,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the City, its officers, boards, commissions, committees, agents and employees as additional name insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence and Three Million Dollars (\$3,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.

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(3) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one Person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount of the statutory limit.

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

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

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

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

(d) Evidence of insurance shall be submitted to the City prior to commencement of any System construction or upgrade or operations under this Renewal License.

(e) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal License under which the City may immediately suspend operations under this Renewal License.

Section 9.2 PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, or to comply with any order, permit or direction of any department, agency, commission, committee, board, division or office of the City having

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jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable Television System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

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

Section 9.3 REPORTING

Upon written request, the Licensee shall submit to the Issuing Authority, or his Designee, on an annual basis, copies of all current certificates regarding: (i) all insurance policies as required herein; and, (ii) the performance bond as required herein.

Section 9.4 INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, upgrade, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, upgrade, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the City Solicitor's Office. The City shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

Section 9.5 NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

It is hereby understood and agreed that the policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 REGULATORY AUTHORITY

The Issuing Authority and/or his Designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1, *infra*.

Section 10.2 PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Execution Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things: (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on System construction, the Institutional Network, customer service and complaint response, programming, and PEG access channels, facilities and support; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public.

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

(c) Within thirty (30) days after the conclusion of such review hearing (s), the Issuing Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1, *infra*.

Section 10.3 NONDISCRIMINATION

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

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Section 10.4 EMERGENCY REMOVAL OF PLANT

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

Section 10.5 REMOVAL AND RELOCATION

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

Section 10.6 INSPECTION

The Issuing Authority or his Designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in these activities.

Section 10.7 JURISDICTION

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

ARTICLE 11

**DETERMINATION OF BREACH
LIQUIDATED DAMAGES-LICENSE REVOCATION**

Section 11.1 DETERMINATION OF BREACH

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

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

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

In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his Designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (ii) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the City.

Section 11.2 LIQUIDATED DAMAGES

(A) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

(1) For failure to operate, program and/or update and maintain the Cable Television System, in accordance with Sections 3.1, 3.5, and/or 5.3 herein, three hundred dollars (\$300.00) per day, for each day that such operation, programming, and/or update and maintenance has not occurred.

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(2) For failure to construct, install, fully activate and/or maintain the Institutional Network in accordance with Sections 3.2 and 3.3 herein and Exhibits 4, 5, and 6 attached hereto, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.

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

(4) For failure to comply with the technical standards, pursuant to Section 3.6 herein and Exhibit 2 attached hereto, four hundred dollars (\$400.00) per day that any such non-compliance continues.

(5) For failure to comply with the public, educational and governmental access provisions in accordance with Article 6 herein, four hundred dollars (\$400.00) per day, for each day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Sections 3.2 and 5.6 herein and/or Exhibits 5, 8 and 9 herein, one hundred dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to meet the FCC's Customer Service Obligations in accordance with Section 12.6 *infra* and Exhibit 11, one hundred dollars (\$100.00) per day that any such non-compliance continues.

(8) For failure to make service and/or repair visits as required in Section 12.5(e) *infra*, seventy-five dollars (\$75.00) for each occurrence in which such standards are not met.

(B) The parties hereto agree that the following liquidated damages shall not require the Issuing Authority to follow the procedures of Section 11.1, *infra*; provided, however, that the Issuing Authority shall give the Licensee written notice, by certified mail, of any such non-compliance and a fourteen (14) day period, from receipt of such notice, to cure. Any such liquidated damages shall accrue as of the date that the Licensee receives notice from the Issuing Authority, unless the Licensee cures any default(s).

(1) For failure to submit reports, pursuant to Article 13 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.

(2) For failure to file schedules and notice of any changes thereto describing the rates, charges, and terms and conditions of services offered by Licensee, at least thirty (30) days prior to the effective date of any such schedule change or change thereto, pursuant to Section 8.2 herein, fifty dollars (\$50.00) per day that such non-compliance continues.

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

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(D) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

(E) In the event that there is litigation between the Licensee and the Issuing Authority regarding the application of the Section 11.2, where the Issuing Authority prevails, the Licensee shall pay the reasonable attorney's fees incurred by the Issuing Authority, including the value of any services provided by the City Solicitor's Office.

Section 11.3 REVOCATION OF THE RENEWAL LICENSE

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

Section 11.4 TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the City shall have all of the rights provided in the Renewal License.

Section 11.5 NOTICE TO CITY OF LEGAL ACTION

In the event that the Licensee intends to take legal action against the Issuing Authority and/or the City for any reason, the Licensee shall first (i) give the City Solicitor at least forty-five (45) days notice that an action will be filed, (ii) meet with the City Solicitor before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the City Solicitor and/or other City official(s).

Section 11.6 NON-EXCLUSIVITY OF REMEDY

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

Section 11.7 NO WAIVER-CUMULATIVE REMEDIES

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

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

(c) A waiver of any right or remedy by the City at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the City to be effective, it shall be in writing. The failure of the City to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the City to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls twenty-four (24) hours a day, seven (7) days a week in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto, and made a part hereof, as Exhibit 11.

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

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

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the quarterly reports, subject to Section 13.5 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

Section 12.2 SERVICES FOR THE HANDICAPPED

The Licensee's Cable System shall be compatible with closed-captioned decoders. The Licensee shall comply with all State and federal laws regarding handicapped devices. The Licensee shall make available, and pay all the costs of, a sign-language interpreter at all cable-related public hearings required hereunder and/or pursuant to applicable law.

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Section 12.3 INSTALLATION VISITS - SERVICE CALLS - RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) in all areas of the City to those residents who requested Service within seven (7) days of said request, in those areas of the City where service is available.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall specify to the resident or Subscriber in advance whether said installation visit or service call will occur in the appointed morning (9:00 AM to 12:00 PM), afternoon (12:00 PM to 5:00 PM) or, if applicable, evening (5:00 PM to 7:00 PM). The Licensee shall give priority for next day or the next available time installation or service appointments to Subscribers who cannot be scheduled within the aforementioned time periods. Failure to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee. The Licensee shall promptly notify Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee make such call(s).

(c) The Licensee shall make installation and service calls to its Subscribers from 8:00 AM to 8:00 PM Monday through Friday and from 8:00 AM to 5:00 PM on Saturday. The Licensee shall not change said service call hours without first notifying the Issuing Authority of said changes thirty (30) days in advance.

(d) A Subscriber complaint or request for service received after regular business hours, as defined in Section 12.1 above, shall be acted upon the next business morning. Verification of the problem and resolution shall occur as promptly as possible.

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

(f) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage. The Licensee shall supply the Issuing Authority, for his exclusive use, with a telephone number of appropriate management personnel in the event that emergency repair service is necessary.

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

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Section 12.4 BUSINESS PRACTICE STANDARDS

(a) The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 10 and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

(b) Notwithstanding the provisions of the Section 12.7(a)(i)-(ix), the Licensee shall not disconnect Subscribers on Saturday nights or at any time on Sunday.

Section 12.5 CUSTOMER IDENTIFICATION

In the event that the Licensee should require Social Security numbers to identify its Subscribers, such practice shall be allowed in the future only as long as it complies with all applicable State and/or federal laws relating to the use of Social Security numbers as a required form of identification. Notwithstanding the foregoing, the Licensee shall inform the Issuing Authority or his Designee(s) of any other forms of identification that will be accepted in the regard.

Section 12.6 COMPLAINT RESOLUTION PROCEDURES

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

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

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

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

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

(d) In the event that the Issuing Authority or his Designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or his Designee(s) shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints. The Licensee shall consider the reasonableness of the suggested amendment(s), provided that such amendment(s) does not unreasonably increase the cost of providing Cable Service.

Section 12.7 REMOTE CONTROL DEVICES

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

Section 12.8 LOSS OF SERVICE-SIGNAL QUALITY

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

Section 12.9 EMPLOYEE IDENTIFICATION CARDS

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

Section 12.10 PROTECTION OF SUBSCRIBER PRIVACY

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

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

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

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

Section 12.11 PRIVACY WRITTEN NOTICE

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

Section 12.12 MONITORING

Neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct systemwide 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

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Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

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. The Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 12.13 DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without the prior written authorization of the affected Subscriber or User, provide to any third party, including the City, data identifying or designating any Subscriber either by name or address. Said authorization may be withdrawn at any time by the Subscriber or User by providing written notice to the Licensee. The Licensee shall provide annual notice to each Subscriber or User who has given the aforesaid authorization of each Subscriber's or User's right to withdraw the authorization. In no event shall such authorization be obtained as a condition of Service or continuation thereof, except as necessary to adequately provide particular services.

Section 12.14 POLLING BY CABLE

No poll or other Upstream response of a Subscriber or User shall be conducted or obtained, unless: (i) the program of which the Upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or Upstream response; and, (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results of Upstream responses only in the aggregate and without individual references.

Section 12.15 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, 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.

Section 12.16 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

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

Section 12.17 PRIVACY STANDARDS REVIEW

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

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 GENERAL

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

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

Section 13.2 FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Commission Forms 200 and 300 showing a balance sheet sworn to by the Licensee's Chief Financial Officer, or his or her equivalent. Said forms shall contain such financial information specific to the Woburn Cable System.

(b) Pursuant to Section 7.1 herein, the Licensee shall furnish the Issuing Authority and/or his Designee(s), no later than one hundred and twenty (120) days after the end of the Licensee's fiscal year, the Statement of Income, Form 300, in accordance with the Cable Division's regulations.

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

(i) All Subscriber and all other revenues of any kind, including, but not limited to, regular Basic Service charges, pay programming charges, pay-per-view revenues,

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installation revenues (including reconnection, second set, etc.), advertising revenues, leased access revenues, home shopping services revenues and any other special service revenues.

- (ii) Any other reports required by State and/or federal law.

Section 13.3 CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to: (i) the number of Basic Service and Pay Cable Subscribers; (ii) the number of dwelling units passed; and, (iii) the number of plant miles in construction or completed.

Section 13.4 IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Renewal License, upon written request of the Issuing Authority, the Licensee shall provide the Issuing Authority with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 13.5 SUBSCRIBER COMPLAINT REPORT

The Licensee shall submit a completed copy of Cable Division Form 500 (See Exhibit 14) to the Issuing Authority, or his designee, as required by the Cable Division. The Licensee shall record all written and verbal complaints of its Subscribers on said Form 500.

Section 13.6 SERVICE INTERRUPTION REPORT

The Licensee shall submit a completed copy of Cable Division Form 500 (See Exhibit 14) to the Issuing Authority, or his designee, as required by the Cable Division.

Section 13.7 INDIVIDUAL COMPLAINT REPORTS

Subject to Section 12.7, *supra*, the Licensee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.8 ANNUAL PERFORMANCE TESTS

Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on an annual basis, performance tests to ensure compliance with the technical specifications in Exhibit 2, including, without limitation:

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

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The costs of such tests shall be borne exclusively by the Licensee.

The above tests shall be submitted to the Issuing Authority, or his designee, on an annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; an assessment of the picture quality available from the access equipment; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Exhibit 2; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.

All tests herein shall be performed at: (1) the Cable System Headend; and, (2) at three (3) locations in the City farthest from the Headend.

Section 13.9 QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same.

Said report shall include the following information:

- (1) the nature of the complaint or problem which precipitated the special tests;
- (2) the system component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint/problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

The Issuing Authority may require that said tests be supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority; provided, however, that the Licensee shall receive fourteen (14) days notice and a reasonable opportunity to cure. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the standards set forth in Exhibit 2, attached hereto.

Section 13.10 DUAL FILINGS

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

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In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 13.11 ADDITIONAL INFORMATION

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

Section 13.12 INVESTIGATION

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

ARTICLE 14

EMPLOYMENT

Section 14.1 EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity/Affirmative Action Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

Section 14.2 NON-DISCRIMINATION

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 ENTIRE AGREEMENT

The instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

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Section 15.2 CAPTIONS

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

Section 15.3 SEPARABILITY

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

Section 15.4 ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5 RENEWAL LICENSE EXHIBITS

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

Section 15.6 WARRANTIES

The Licensee warrants, represents and acknowledges, and agrees that at or before the Execution Date of this Renewal License, the Licensee shall submit to the Issuing Authority, in a form reasonably acceptable to the City Solicitor, an appropriate document evidencing its warranties, that, as of the Execution Date of this Renewal License:

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

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

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law; and

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

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Section 15.7 FORCE MAJEURE

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

Section 15.8 REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer, at the Licensee's costs for labor and materials, to said Subscriber, and maintain, an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9 SUBSCRIBER TELEVISION SETS

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

Section 15.10 STATEMENT OF THE LICENSEE

At or before the Execution Date of this Renewal License, the Licensee shall submit to the Issuing Authority, or his designee, in a form acceptable to the City Solicitor, a statement from the Licensee's Chief Executive Officer (or equivalent), stating that, as of the Execution Date of this Renewal License:

(i) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station that would be in violation of Section 613 of the Cable Act; and

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

Section 15.11 APPLICABILITY OF RENEWAL LICENSE

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

Section 15.12 NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor, Woburn City Hall, 10 Common Street, Woburn, Massachusetts 01801, 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 the Vice-President and General Manager, RCN-BeCoCom LLC, 115 West First Street, South Boston, MA 02127, 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 mailing.

(b) Whenever notice of any public meeting relating to the Cable System is required by law, regulation or this Renewal License, the Issuing Authority or his Designee shall publish notice of the same, sufficient to identify its time, place and purpose, in a Woburn newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing. The Issuing Authority or his Designee shall also identify hearing(s) by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

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

Section 15.13 NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.14 COST OF PUBLICATION

The Licensee shall assume all costs of publication, printing and distribution of this Renewal License for the use of, and at the request of, the Issuing Authority, up to a limit of twenty-five (25) copies.

Section 15.15 CITY'S RIGHT OF INTERVENTION

The City hereby reserves to itself, and the Licensee acknowledges the City's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

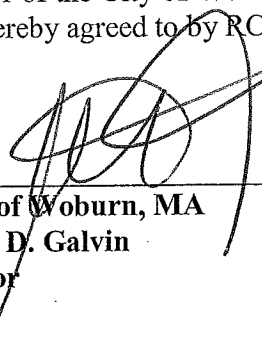
Section 15.16 TERM

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

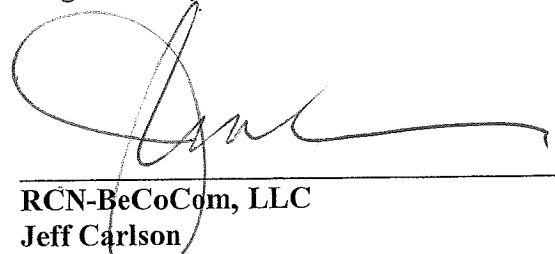
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SIGNATURE PAGE

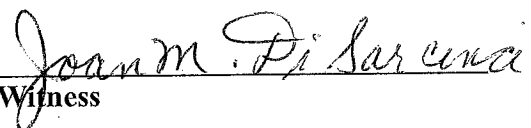
In Witness Whereof, this Renewal Cable Television License is hereby issued by the Mayor of the City of Woburn, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by RCN-BeCoCom, LLC.



City of Woburn, MA
Scott D. Galvin
Mayor



RCN-BeCoCom, LLC
Jeff Carlson
VP & General Manager



Witness

Witness

Dated: 4/17/14

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EXHIBITS

EXHIBIT 1

DEPARTMENT OF PUBLIC WORKS REGULATIONS AND PROCEDURES

Woburn Municipal Ordinances

Title 12

STREETS, SIDEWALKS AND PUBLIC PLACES

IV. EXCAVATIONS

12-15 Digging up or obstructing ways--Permit required.

A. No person shall break or dig up the ground or pavement in any public way, or erect thereon any staging for building, or place thereon any building material, without a permit from the superintendent of public works. Said permit shall express the time for which it shall continue, and any person permitted as aforesaid, who shall break or dig up the ground or pavement as aforesaid, shall, before the expiration of the permit, restore the same, to the satisfaction of the superintendent of public works. Any person who shall break or dig up the ground or pavement of a sidewalk in any manner must, in addition, restore and replace the sidewalk to a new condition using concrete, hot top or other finish material that existed prior to the excavation. (amended 9/8/2003)

B. Whosoever violates this section, by failing to obtain a permit from the superintendent of public works, shall be subject to a fine of three hundred dollars. (Ord. of 8/20/84; prior Ch. 25 sec. 2A).

C. Regulation for Street and Sidewalk Openings.

1. Fees:

a) A \$100.00 (one hundred dollar) non-refundable application fee is required.

b) A \$500.00 (five hundred dollar) certified check refundable deposit is required and will be held until the municipal contractor completes the permanent patch and payment is received. Interest on retained money is considered to be the property of the City of Woburn. Trenches not inspected due to the failure of the permittee to properly notify the Department of Public Works, shall be subject to loss of deposit and/or repeat of reconstruction procedures.

c) A \$5,000.00 (five thousand dollar) Performance and Payment Bond is required for each street opening permit granted. The City of Woburn may allow a blanket bond commensurate with anticipated permit activity for routine excavators. Under no circumstances will this blanket bond be less than \$50,000. (fifty thousand dollars).

d) The Contractor must furnish the City of Woburn with a Certificate of Insurance for General Liability in the amount of \$500,000. (five hundred thousand dollars).

2. Notification:

a) The Department of Public Works shall be notified 24 hours before the commencement of any work.

b) Dig Safe must be notified and ticket number obtained by the Contractor.

3. Construction Procedures:

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- a) The pavement shall be pre-cut and may only be disturbed within the area requiring excavation for repair, replacement or new installation. When the opening occurs within two (2) feet of the curb and/or edge of the hardened surface, the paved area between the excavation and the curb and/or edge must also be removed.
- b) In the backfill process, the backfill shall be comprised of suitable material (subject to approval of the Superintendent of Public Works or his authorized representative). Concrete should be used around all electric and telephone conduit in trenches. Controlled Density Fill (CDF) may be required. Compaction, (when CDF is not in use) will be executed in six inch layers. Each layer shall be 95% compacted by mechanical means. When the total surface area of an individual opening in bituminous concrete is less than nine (9) square feet, all backfill material/s will be placed to within a minimum of six (6) inches of the pavement surface, or the thickness of the original pavement structure, whichever is greater. For individual openings with surface areas of nine (9) square feet and larger, the backfill material/s will be installed to within four (4) inches of the pavement surface or the thickness of the existing structure whichever is greater. "Pavement Structure" will incorporate all previous paving materials used above the gravel sub-base, including but not limited to bituminous concrete, cement, concrete, cobblestone, macadam, etc.
- c) Edges will be cut perpendicular to the surrounding surface and have a clean vertical face, particularly in the corners. All utility structures shall be leveled to the adjacent surfaces. The cut back shall be in straight lines with 90 degree angles at the point/s of intersection.
- d) All surplus and/or unacceptable excavated materials shall be removed from the job site immediately. The excavation site shall be maintained in a clean and safe condition at all times. Sidewalks and streets shall be cleaned and opened to traffic at the end of each working day, unless otherwise authorized by the Superintendent of Public Works. Access to properties are to be maintained. The removal and disposal of materials, including pavement, is the responsibility of the permittee. This shall be achieved in such a manner to minimize interference with pedestrian and vehicular traffic.
- e) The permittee shall be liable for the condition of the street and sidewalk openings and protection thereof prior to the temporary repair, and will be held responsible for all damage due to any failure of barricades, barriers, warning signs, lights or steel plates to properly protect the work from traffic, pedestrians or other causes. Other than while work is actually being performed, all open ditches shall be protected by uniform traffic control devices in conformance with the Massachusetts Highway Department Manual. All excavations must be properly secured to insure the safety of the travelling public and immediately reported to the designated Department of Public Works Coordinator.
- f) Temporary patching shall be performed by a contract representative of the City of Woburn and shall be the financial responsibility of the permittee. All barricades and or safety devices shall be immediately removed from the vicinity upon completion of the temporary bituminous patching application by the permittee.
- g) Any improperly prepared excavations, including those left with unacceptable backfill material or insufficient pavement depth, shall be temporarily paved by the City of Woburn contract representative and charged to the refundable deposit of the permittee. The deposit shall immediately be replenished to the original amount. At a later date, the trench shall be re-excavated and prepared correctly by the permittee. Under these conditions the permittee may also be subject to permit cancellation inspection fees, fines and loss of deposit and bond.

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h) All excavations will be required to settle and/or consolidate for a period of time before the City of Woburn Pavement Restoration Contractor is directed to perform a permanent repair. This term will be defined as a minimum of thirty days when Controlled Density Fill was used as a backfill material. Compacted gravel sub-base must experience at least 90 (90) days. The Department of Public Works reserves the right to address any sub-base deficiency within or adjacent to, the original excavated area with whatever measure deemed effective, during this period. These corrective procedures will be the financial responsibility of the permittee.

i) Immediately after the specified settling and/or consolidation period, all excavations shall be permanently restored by the contract representative of the City of Woburn. The following procedures shall be strictly adhered to:

1. The infrared process shall be utilized as the primary method of permanent restoration in bituminous concrete surfaces.

2. Temporary asphalt patches installed in cement concrete surfaces shall be re-excavated to the extremities of the square/s in which the excavation is contained. The finished concrete shall be replaced to the depth, strength and contour of the original structure. Any concrete surface damaged during construction shall also be replaced in a like manner.

3. All other surfaces, including but not limited to asphalt, brick, grass and wood shall be replaced consistent with the original and in strict accordance with Department of Public Works specifications. The permittee shall also be responsible for any and all necessary appurtenant measures including but not limited to, complete surface reconstruction, curbing, resetting utility structures, "bar holes", compatible crack-filling tack coating and infrared thermal integration of the pavement. All processes required shall be determined by a site inspection with an authorized representative of the Department of Public Works. All restoration procedures shall be the financial obligation of the permittee.

j) The permittee shall be responsible for any settlement, sub-base failure and pavement cracks that develop in, or adjacent to, the original excavated area for a period of three (3) years from the date of the final accepted permanent repair or, if Controlled Density Full is used, for a period of one (1) year from the date of the final accepted permanent repair. Any surface disorder caused by settlement and/or sub-base movement within the general area containing a street or sidewalk opening, shall be addressed by the City of Woburn contract representative at the direction of the Department of Public Works. All related corrective measures will be charged to the permittee, and the term of obligation will begin again.

k) Excavations opened without the permit will be dealt with directly and may be subject to cancellation and refusal of existing and future permits, and associated fines.

l) Police protection, if required, shall be paid by the permittee directly to the Police Department.

m) All surface, restorations, bituminous concrete replacement and permanent repairs will be done by a contract representative of the City of Woburn and billed directly to the permittee.

4. Billing and Collections:

A. The Department of Public Works shall bill the permittee for the above mentioned services. All invoices must be paid within 30 (thirty) days. On past due invoices, a service charge of 1 1/2% per month will be allowed on accounts 30 (thirty) days past due, provided that the rate does not exceed that which is permitted by law, in which case the highest allowable legal rate will apply. Outstanding invoices exceeding ninety (90) days shall be paid by the City of Woburn. The refundable deposit will be forfeited and applied to payment for services rendered by the

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municipal contract representative. All bonds will be attached and the City of Woburn will initiate fines in the amount of \$100.00 per day and continue to accrue service charges on uncollected monies together with all costs of collection including reasonable attorney's fees. On ninety (90) days past due invoices, the City of Woburn will revoke existing and future permits until payment of such invoices, including all service charges and fines.

B. The City of Woburn reserves the right to assume the billing function, including assessment and conveyance of reasonable handling charges, as provided by Massachusetts General Laws.

5. Administration/Interpretation:

The City of Woburn reserves the right to make changes or exceptions to this regulation, and retains sole jurisdiction in its interpretation and administration.

Permitee Signature

Excavator Signature

If only signed by one party, that party accepts responsibility and liability for both parties but in no way limits the right of the City of Woburn to enter into litigation enjoining both parties. The permittee and excavator are both, individually and severally, responsible for all action under the above agreement and permit system.

12-16 Protection of streets required when dirt, gravel or other material is disturbed.

The superintendent of public works may issue permits to persons having authority in the premises to open, occupy, obstruct, and use portions of the streets, and every such permit shall specify the time, place, size and use of such opening, occupation or obstruction, and the time within which the street must be put in good condition, and shall be on a condition, the terms of which shall be those stated in Section 3-21 of this code, and, in addition, that the person applying for the permit

shall place and maintain from the beginning of twilight, through the whole of every night, over or near the place so occupied, opened, obstructed or used and over or near any dirt, gravel or other material taken therefrom, or to be used by him, a light or lights sufficient to protect travelers from injury; shall place and maintain a safe and convenient way for the use of foot-travelers, and a safe and convenient passage for public travel around or over such place; shall, if he does not, within the time prescribed by said superintendent, put the street into good condition, satisfactory to said superintendent, pay whatever sum the said superintendent shall expend for putting it into such condition, and that he shall deliver up the permit at the office of the superintendent of public works on or before the expiration of the time fixed in the permit for completing such work. Said superintendent may, in addition to said specification, specify in the permit, or after the issuing thereof, in writing, the kind of rail or fence to enclose the place, and the kind of way over or around such place, and manner of constructing the same. A permit to open a street paved with a granite block pavement shall only be granted upon the further condition that the opening shall be repaved with a granite block pavement of the same specifications as the original granite block pavement, by a contractor or paver approved by the superintendent of public works, and that the work of repaving shall be done in a thoroughly workmanlike manner and shall be subject to the approval of the superintendent of public works.

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The superintendent of public works shall require a bond with sureties satisfactory to him to secure the performance of these conditions. (Prior Ch. 25 sec. 2(B)).

12-17 Employment of police officer in certain cases.

Where the passage and flow of pedestrian, or vehicular traffic will be impeded or rerouted, the person receiving the license or permit, at his expense, sufficient police detail, furnished by the police department as the chief of police or his duly authorized agent may require. (Prior Ch. 25 sec. 2(C)).

12-18 Approval required for opening of public way.

No person or persons shall open for public travel any street or private way the location, width, grade and plans of drainage of which have not previously been approved by the superintendent of public works and the board of aldermen in the manner provided in the previous sections of this code of the city nor shall any other public authority so place any public sewer, drain, water pipe, or light in, or do any public construction work of any kind, or make repairs on such street or private way, provided that this section shall not prevent the laying of a trunk sewer, drain, water or gas main if required by engineering necessities for the accommodation of other territory. (Prior Ch. 25 sec. 2(D)).

12-19 Permits for placing of poles.

A. The superintendent of public works, when a petition praying therefore has been granted by the city council, shall issue permits to open and occupy portions of the streets, for the purpose of placing and maintaining poles therein, for the support of wires, on a condition, the terms of which shall be those hereinbefore stated in Sections 12-15 and 12-16 of this chapter, and in addition, that the person applying for the permit shall place the pole in such a manner that does not create a sightview impediment for vehicular traffic, shall place the pole in such a manner that there is at least 36 inches clear, unobstructed path of travel between the base of the pole and the inside edge of the curbing and said path of travel should be at least 52 inches in width where achievable; shall keep said poles well painted and in good condition, to the satisfaction of the superintendent of public works; shall place the wires on said poles not less than twenty feet from the ground; shall keep the name of the person or corporation owning the wires distinctly marked on said poles; shall allow the departments of the city the exclusive use of the upper crossbar and top of each pole, free of all charge, for the purpose of placing wires thereon; shall not suffer or permit any other person to place or keep wires on said poles or upon the fixtures thereto affixed, without permission being first obtained in writing from the city council; shall not remove any pole erected under this order until, and shall remove any pole when, directed by the city council so to do, and that on violation of any term of this condition the said superintendent shall remove the poles at the expense of the person or corporation owning them. (Prior Ch. 25 sec. 2(E); amended 7/22/2002; 12/19/2003; 9/29/2007).

B. A distribution company or a telephone company engaging in the removal of an existing pole and the installation of a new pole in place thereof shall complete the transfer of wires, all repairs, and the removal of the existing pole from the site within 90 days from the date of installation of

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the new pole; provided, however, that for any approved commercial or industrial construction project, the completion of which is expected to take longer than one year, said company shall be required to remove such pole within six months from the date of installation of the new pole. The owner of such pole shall notify all other users of the starting date of such removal and installation work at least 48 hours prior to the commencement of such work, and said owner shall require all other users to remove their wiring and other attachments from the poles in a timely manner. (added 12/19/2003)

12-20 Maintenance of lanterns, railing and fences.

Whenever any public way shall, under any permit granted as aforesaid, be dug up, obstructed, or otherwise rendered unsafe or inconvenient for travel, the person so permitted shall maintain a railing or fence satisfactory to the superintendent of public works around the section or part so dug up or obstructed as long as the same shall be unsafe or inconvenient as aforesaid, and shall also keep lighted lanterns affixed to such railing or fence, or in some other proper manner, from twilight in the evening through the night, as long as such railing or fence shall be kept standing. (Prior Ch. 25, sec. 2(F)).

12-21 Street excavation--Placement of metal plate.

Excavations in public streets must be covered by a metal plate during the hours of darkness unless the person or contractor shall receive a permit from the superintendent of public works or his authorized agent. Said plate shall be of such specifications as the superintendent of public works may order. Persons failing to properly cover such excavations shall be subject to a fine of up to five hundred dollars. (Prior Ch. 25 sec. 2(G)).

12-22 Removal of protective devices prohibited.

A. No person shall, except as authorized or required by law, remove, alter the position of, deface or disturb in any manner, any barrier, sign, protective cover, or grating, placed or installed in the interests of safety or necessity.

B. Whoever violates this part may be arrested without a warrant by a police officer and detained in jail, or otherwise, until a complaint can be made against him for the offense. (Prior Ch. 25, sec. 2(H)).

12-23 Tampering with lights prohibited.

No person shall remove or extinguish a light placed in any public way in accordance with the provisions of this chapter. (Prior Ch. 25, sec. 2(I)).

12-24 Notice to utilities required.

A. Whenever the city is about to construct a new street or to break up the surface of any street, it shall, at least two weeks before beginning such work, notify the Boston Edison Company of Boston, Massachusetts, the New England Telephone and Telegraph Company, the Eastern

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Massachusetts Street Railway Company, and the Mystic Valley Gas Company and all public service corporations that may have occasion to do work in the streets of the city in the future.

B. Any public service corporation or any of the said companies having any work to be done in any of the streets so designated shall consult and arrange with the superintendent of public works in order that such work may be done before the surface of the street is again prepared for and open to public travel.

C. After such notice and opportunity have been given no public service corporation or any of the companies herein mentioned shall for a space of five years break up such street within the area of such previous disturbance except in the case of obvious necessity to be certified to and approved by the mayor and a majority of the whole city council.

D. This section of this part shall not apply to any of the said companies of public service corporations in the event of an accident to the property of the said companies or public service corporations, if in the judgment of the mayor or superintendent of public works, the work of preparing the same constitutes an extraordinary emergency. In the event that it is deemed an extraordinary emergency the mayor and the superintendent of public works may permit said companies and public service corporations to do the work without bringing the matter before the city council. (Prior Ch. 25, sec. 2(J)).

12-25 Contractors to post bond for utility company work.

A. All utility companies (Telephone, Edison, Gas, etc.) doing any contractual work in the city in respect to the excavation and repairing of any street, sidewalk or other public lands, shall, after receiving a permit by a major vote of the city council, if required, enter into a contract with a contractor of their choice to do said work.

B. On all contractual work, if for some reason not requiring a permit from the city council the utility companies shall also hire their own contractor.

C. All contractors doing contractual work for utility companies in said city shall post a performance bond with the superintendent of public works, as required by law to cover said work.

D. The superintendent of public works shall not release the performance bond covering said work until the work is satisfactorily finished.

E. If, for some reason, after the performance bond is released, and the work proves to be defective within two years of the release of said bond, the utility company shall correct the defective work at their expense. (Prior Ch. 25, sec. 2(K)).

12-26 Excavations adjoining public way to have protective devices maintained.

Whenever any person shall dig or sink any well, cistern, or other cavity in the ground near to or adjoining any public way, he shall maintain, as long as it shall be necessary, a sufficient and suitable railing or fence, well lighted at night. (Prior Ch. 25, sec. 2(L)).

12-27 Permit required for coal holes or apertures in or under sidewalks.

No person shall make, or cause to be made, an aperture in or under any sidewalk for the purpose of constructing coal-holes, or receptacles for other articles, or for any other purpose, without the

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permit of the superintendent of public works; and no person shall leave such coal-hole or aperture opened or unfastened, except while actually in use, in which event it shall be properly guarded. (Prior Ch. 25, sec. 2(M)).

12-28 Permit issuance to occupy street.

Said superintendent of public works shall, when authorized thereto by an order of the city council, issue permits to open and occupy portions of the streets, for the purposes of laying, maintaining, and using wires, or rails thereon, or wires, pipes, or conduits under the surface thereof, on a condition the terms of which shall be those stated in Sections 12-15 and 12-16 of this chapter, and in addition, on condition that the person applying for the permit shall furnish in his conduits for wires accommodations for all wires belonging to or to be used by the city free of charge, whenever requested so to do by the mayor; shall remove the conduits and wires whenever directed, and not until directed to do so by the city council, and shall not disturb or interfere with any wires, pipes, or sewers lawfully laid in such street or connected therewith. (Prior Ch. 25, sec. 2(N)).

V. OBSTRUCTIONS ON STREETS AND SIDEWALKS

12-29 Sidewalk obstruction regulated.

A. No person shall obstruct a public street or public sidewalk or way to which the public has a right of access or endanger travellers on a public sidewalk or public street or way to which the public has a right of access but nothing in this part shall be construed to curtail, abridge or limit the right or opportunity of any person to exercise the right of peaceful persuasion guaranteed by Section 24 of Chapter 149 of the General Laws or to curtail, abridge or limit the intendment of any statute of the Commonwealth of Massachusetts. B. Violation of this part shall result in a fine not less than fifty dollars. (Prior Ch. 25, sec. 3(A))

12-30 Projection of gates and doors prohibited.

No person shall allow any gate or door belonging to premises owned or occupied by him and adjoining any public way to swing on, over or into said public way. (Prior Ch. 25, sec. 3(B)).

12-31 Projection of awnings and signboards.

A. No person shall establish or maintain any wooden or metallic shade or awning, sign, signboard, or inscription of any kind, before his or her place of business or dwelling house, over any portion of a public way, unless the same be safely and securely supported, and the lowest part of said sign, signboard, inscription, shade or awning is at least eight feet above the public way. No person shall establish or maintain over any part of any public way any other awning or shade unless the lowest part of the same be at least seven and one-half feet above the public way, and unless the same shall be securely fastened to a building; provided, however, the city council may order any sign, signboard, awning or shade which may project over any part of a public way to be removed at any time.

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C. No person shall erect or maintain any wooden or metallic signs or signboards of any kind or an awning of any sort before his or her place of business or dwelling over any portion of a public way until he has first filed in the office of the city clerk a bond running to the city with sureties approved by the treasurer thereof, for such sum not exceeding five thousand dollars as the city treasurer may determine to be necessary in order to cover the risk of damage to the public that might ensue from the maintaining of said sign, signboard or awning, and each year on or before April 1st, a certificate or registration of the intention of the person to continue the maintaining of said sign, signboard or awning shall be filed in the office of the city clerk. The fee for said certificate of registration shall be one dollar for the original certificate and fifty cents for each renewal.

D. The bond shall be conditioned upon the payment of any loss, damage or injury resulting to persons or property by reason of the establishing or maintaining of said sign or signboard.

D. A person establishing or maintaining such sign or signboard may in lieu of filing said bond with sureties, present to the city clerk satisfactory evidence that he has liability insurance in a company authorized to do business in this Commonwealth, covering claims for loss, damage or injury which may result to person or property on account of the establishing or maintaining of such sign or signboard.

E. The city clerk shall keep a record of the names of persons presenting such evidence of insurance in lieu of said bond together with the address at which said sign or signboard is established or maintained, and the name of the insurance company in which said person has a policy. (Prior Ch. 25, sec. 3(C)).

12-32 Posts and bulletin boards--Permit required.

No person shall erect any post nor maintain bulletin boards in any public way without a permit from the superintendent of public works. (Prior Ch. 25, sec. 3(D)).

12-33 License required for erection of steps, bay windows, porticos, etc.

No person shall erect or maintain any doorstep, portico, entrance, bay window, or other projection, or a passageway to any cellar, basement or other structure, in or upon any public way, without a license from the city council. No person shall suffer the platform or grate of the entrance or passageway to a cellar or basement in any public way to rise above the even surface of such public way; and every such entrance or passageway shall be kept covered with a suitable platform or grate, or shall be guarded and protected by a sufficient railing on both sides thereof, at least two and one-half feet high, and well lighted at night. (Prior Ch. 25, sec. 3(E)).

12-34 Placing of obstructions in public way prohibited.

No person shall place or deposit, or permit to be placed or deposited, in any public way, any impediment or obstruction of any kind, and suffer the same to remain more than one hour; nor occupy or obstruct any public way to interfere with the convenient use of the same for public travel. No person shall drive or conduct any vehicle in such condition, or so constructed, or so loaded, as to allow its contents to fall, blow, leak, or sift, upon the public streets. (Prior Ch. 25, sec. 3(F)).

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12-35 Temporary obstructions--Allowed when.

The foregoing prohibitions shall not prevent the unloading or temporary deposit in any public way of merchandise, fuel, building materials, or other articles in the course of carriage to and from premises adjacent or neighboring; provided, that such articles shall in no case be suffered to remain more than twelve hours, nor after twilight in the evening without keeping a sufficient light over the same through the night, or at any time in such manner as to obstruct said way, without a permit as hereinbefore provided in Sections 12-15 and 12-16 of this chapter. (Prior Ch. 25, sec. 3(G)).

12-36 Sawing or piling wood on public way prohibited.

No person shall saw wood or pile the same on any public way. (Prior Ch. 25, sec. 3(H)).

EXHIBIT 2

Technical Description of Subscriber Network for City of Woburn

The system RCN-BeCoCom, Inc. ("RCN") is constructing for the City of Woburn (the "City") is a 860MHz Hybrid Fiber Coax ("HFC") design similar to the latest designs used in most major upgrades and rebuilds in the country today. The RCN system is, however, being designed and built to accommodate a full 110 channels of analog signals at 750 MHz. (Most systems being constructed today are designed and constructed to pass analog channels to 550 MHz with the balance of capacity dedicated to digitally compressed video channels.)

RCN has made a business decision to handle the full complement of channels in an analog medium in the event the digital delivery platforms do not perform to RCN's satisfaction. RCN's design will have sufficient performance built in to implement digital technology at the appropriate time while still being capable of delivering 110 channels of programming upon activation.

RCN will install a "Hub" in the City which will be connected with Pirelli single mode fiber optic cable to RCN's newly-constructed 110 channel primary head-end site located in South Boston. RCN will use a dual laser concept that will provide automatic backup of the optical system. Upon sensing a loss of signal, this switching system will automatically switch to an alternate laser and fiber cable to permit uninterrupted signals to the City. The RCN Hub will consist of optical receivers and Distributed Feedback ("DFB") lasers manufactured by Harmonic Lightwaves. Each DFB laser will, on average, serve no more than two (2) to four (4) optical nodes. The field mounted optical nodes will be manufactured by General Instruments and will service no more than 500 homes each, thereby minimizing the number of that could be affected by a single point of failure.

All of the optical components will be monitored through a network management system that will be monitored at the local system level as well as through RCN's centralized Network Operations Center to ensure constant surveillance. This same network will monitor all pole-mounted power supplies in the same manner. The power supplies being used by RCN are the latest Lectro Products ZTT (Zero Transfer Time) units. These power supplies are battery back-up units to minimize interruptions associated to power failures or brown-outs.

Each fiber node in the City will have no more than two (2) active radio frequency ("RF") amplifiers in cascade off of any leg of the node. This will provide additional reliability by limiting the number of subscribers served from any active component. The RF electronics are manufactured by General Instruments and are also designed to handle 110 analog channels of delivery. The coaxial system will be constructed in its entirety using Commscope .625 jacketed cable, LRC connectors and Canusa shrink boot for weather protection. RCN will use 1 GHz Millennium subscriber taps with features such as the "cam port" for better signal delivery and a power passing feature that, in the event a face plate is removed, signal will not be interrupted to customers beyond this point. The power passing feature will also provide for the future ability to power in home devices such as a coaxial-based telephone system.

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RCN will utilize Siamese subscriber drop cable that consists of an RG-6 quad shield coaxial cable mated with a multi-pair copper cable to permit both telephone and video services to be fed from a single wire service line. Additionally, RCN will install an apartment style box on the side of the home that will terminate both the coaxial and telephone connections in a neat and orderly manner.

RCN reserves the right to change, modify or adjust technical design or use any vendors to meet current and future needs.

Rules

Part 76 of Chapter I of Title 47 of the Code of Federal Regulations is amended to read as follows:

1. Section 76.5 is amended by adding paragraph (jj) to read as follows § 76.5 Definitions.

* * * * *

(jj) *Rural area*. A community unit with a density of less than 19 households per route kilometer or thirty households per route mile of coaxial and/or fiber optic cable trunk and feeder line.*

* * * *

2. Section § 76.1700 is amended by revising paragraphs (a) and (c) to read as follows:

§ 76.1700 Records to be maintained by cable system operators. (a) Records to be maintained. The operator of every cable television system having 1000 or more subscribers but fewer than 5000 subscribers shall, upon request, provide the information required by § 76.1715 (sponsorship identification); § 76.1702 (EEO records available for public inspection); § 76.1703 (commercial records for children's programming); § 76.1704 (proof-of-performance test data); and § 76.1706 (signal leakage logs and repair records) but shall maintain for public inspection a file containing a copy of all records required to be kept by § 76.1701 (political file). The operator of every cable television system having 5000 or more subscribers shall maintain for public inspection a file containing a copy of all records which are required to be kept by § 76.1701 (political file); § 76.1715 (sponsorship identification); § 76.1702 (EEO records available for public inspection); § 76.1703 (commercial records for children's programming); § 76.1704 (proof-of-performance test data); and § 76.1706 (signal leakage logs and repair records).**

* * *

(d) The records specified in paragraph (a) of this section shall be retained for the period specified in §§ 76.1701, 76.1702, 76.1704(a), and 76.1706, respectively.* * * *

3. Section 76.601 is amended by revising paragraphs (a) and (b), adding paragraphs (c), (d) and (e), and by deleting the concluding note. It is to read as follows:

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§ 76.601 Performance tests.

(a) The operator of each cable television system shall be responsible for insuring that each such system is designed, installed, and operated in a manner that fully complies with the provisions of this subpart.

(b) The operator of each cable television system shall conduct complete performance tests of that system at least twice each calendar year (at intervals not to exceed seven months), unless otherwise noted below. The performance tests shall be directed at determining the extent to which the system complies with all the technical standards set forth in § 76.605(a) and shall be as follows:

(1) For cable television systems with 1000 or more subscribers but with 12,500 or fewer subscribers, proof-of-performance tests conducted pursuant to this section shall include measurements taken at six (6) widely separated points. However, within each cable system, one additional test point shall be added for every additional 12,500 subscribers or fraction thereof (e.g., 7 test points if 12,501 to 25,000 subscribers; 8 test points if 25,001 to 37,500 subscribers, etc.). In addition, for technically integrated portions of cable systems that are not mechanically continuous (*i.e.*, employing microwave connections), at least one test point will be required for each portion of the cable system served by a technically integrated microwave hub. The proof-of-performance test points chosen shall be balanced to represent all geographic areas served by the cable system. At least one-third of the test points shall be representative of subscriber terminals most distant from the system input and from each microwave receiver (if microwave transmissions are employed), in terms of cable length. The measurements may be taken at convenient monitoring points in the cable network: Provided, that data shall be included to relate the measured performance of the system as would be viewed from a nearby subscriber terminal. An identification of the instruments, including the makes, model numbers, and the most recent date of calibration, a description of the procedures utilized, and a statement of the qualifications of the person performing the tests shall also be included.

(2) Proof-of-performance tests to determine the extent to which a cable television system complies with the standards set forth in § 76.605(a) (3), (4), and (5) shall be made on each of the NTSC or similar video channels of that system. Unless otherwise as noted, proof-of-performance tests for all other standards in § 76.605(a) shall be made on a minimum of four (4) channels plus one additional channel for every 100 MHz, or fraction thereof, of cable distribution system upper frequency limit (e.g., 5 channels for cable television systems with a cable distribution system upper frequency limit of 101 to 216 MHz; 6 channels for cable television systems with a cable distribution system upper frequency limit of 217-300 MHz; 7 channels for cable television systems with a cable distribution upper frequency limit to 300 to 400 MHz, etc.). The channels selected for testing must be representative of all the channels within the cable television system.

(3) The operator of each cable television system shall conduct semi-annual proof-of-performance tests of that system, to determine the extent to which the system complies with the technical standards set forth in § 76.605(a)(4) as follows. The visual signal level on each channel shall be measured and recorded, along with the date and time of the measurement, once every six hours (at intervals of not less than five hours or no more than seven hours after the previous

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measurement), to include the warmest and the coldest times, during a 24-hour period in January or February and in July or August.

(4) The operator of each cable television system shall conduct triennial proof-of-performance tests of its system to determine the extent to which the system complies with the technical standards set forth in § 76.605(a)(11).

(c) Successful completion of the performance tests required by paragraph (b) of this section does not relieve the system of the obligation to comply with all pertinent technical standards at all subscriber terminals. Additional tests, repeat tests, or tests involving specified subscriber terminals may be required by the Commission or the local franchiser to secure compliance with the technical standards.

(d) The provisions of paragraphs (b) and (c) of this section shall not apply to any cable television system having fewer than 1,000 subscribers: *Provided, however*, that any cable television system using any frequency spectrum other than that allocated to over-the-air television and FM broadcasting (as described in §§ 73.603 and 73.210 of this chapter) is required to conduct all tests, measurements and monitoring of signal leakage that are required by this subpart. A cable television system operator complying with the monitoring, logging and the leakage repair requirements of § 76.614, shall be considered to have met the requirements of this paragraph. However, the leakage log shall be retained for five years rather than the two years prescribed in § 76.1706.

NOTE 1 TO § 76.601: Prior to requiring any additional testing pursuant to § 76.601(c), the local franchising authority shall notify the cable operator who will be allowed thirty days to come into compliance with any perceived signal quality problems which need to be corrected. The Commission may request cable operators to test their systems at any time.

NOTE 2 TO § 76.601: Section 76.1717 contains recordkeeping requirements for each system operator in order to show compliance with the technical rules of this subpart.

NOTE 3 TO § 76.601: Section 76.1704 contains recordkeeping requirements for proof of performance tests.

* * * * *

4. Section 76.605 is amended by revising paragraphs (a) and (b), by revising Note (1), by renaming Note (2) as Note (3) and by adding a new Note (2). It is to read as follows.

§76.605 Technical Standards.

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

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

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

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

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

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

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

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in §76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

NOTE 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

NOTE 3: The requirements of this section shall not apply to devices subject to the TV interface device rules under part 15 of this chapter.

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NOTE 4: Should subscriber complaints arise from a system failing to meet §76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

NOTE 5: Should subscriber complaints arise from a system failing to meet §76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on §76.605(a)(10) containing the full number of channels as indicated in §76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in §76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

NOTE 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

* * * * *

5. Section 76.606 is to be added to read as follows:

§76.606 Closed Captioning.

(a) The requirements for closed captioning are as follows:

(a) As of June 30, 1992, the operator of each cable television system shall not take any action to remove or alter closed captioning data contained on line 21 of the vertical blanking interval.

(b) As of July 1, 1993, the operator of each cable television system shall deliver intact closed captioning data contained on line 21 of the vertical blanking interval, as it arrives at the headend or from another origination source, to subscriber terminals and (when so delivered to the cable system) in a format that can be recovered and displayed by decoders meeting §15.119 of this chapter.

* * * * *

6. Section 76.607 is to be added to read as follows:

§ 76.1713 Complaint resolution.

Cable system operators shall establish a process for resolving complaints from subscribers about the quality of the television signal delivered. Aggregate data based upon these complaints shall be made available for inspection by the Commission and franchising authorities, upon request. These records shall be maintained for at least a one-year period.

NOTE 1 TO §76.1713: Prior to being referred to the Commission, complaints from subscribers about the quality of the television signal delivered must be referred to the local franchising authority and the cable system operator.

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* * * * *

§76.609 Measurements.

7. Section 76.609 is to be amended to revise paragraph (d)(2), the last sentence in paragraph (e), paragraph (g), the first sentence in paragraph (h), and paragraph (h)(2), to replace paragraph (i), and to add paragraph (j). It is to read as follows:

(d)(2) By using either a multiburst generator or vertical interval test signals and either a modulator or processor at the sending end, and by using either a demodulator and either an oscilloscope display or a waveform monitor display at the subscriber terminal.

(e) * * * Alternatively, measurements made in accordance with the NCTA Recommended Practices for Measurements on Cable Television Systems, 2nd edition, November 1989, on noise measurement may be employed.

* * * * *

(g) The terminal isolation between any two terminals in the cable television system may be measured by applying a signal of known amplitude to one terminal and measuring the amplitude of that signal at the other terminal. The frequency of the signal should be close to the midfrequency of the channel being tested. Measurements of terminal isolation are not required when either:

(1) The manufacturer's specifications for subscriber tap isolation based on a representative sample of no less than 500 subscribers taps or

(2) Laboratory tests performed by or for the operator of a cable television system on a representative sample of no less than 50 subscriber taps, indicates that the terminal isolation standard of § 76.605(a)(9) is met.

To demonstrate compliance with § 76.605(a)(9), the operator of a cable television system shall attach either such manufacturer's specifications or laboratory measurements as an exhibit to each proof-of-performance record. (h) Measurements to determine the field strength of the signal leakage emanated by the cable television system shall be made in accordance with standard engineering procedures.

* * * * *

(h)(2) Field strength shall be expressed in terms of the rms value of synchronizing peak for each cable television channel for which signal leakage can be measured.

(i) For systems using cable traps and filters to control the delivery of specific channels to the subscriber terminal, measurements made to determine compliance with §76.605(a) (5) and (6) may be performed at the location immediately prior to the trap or filter for the specific channel.

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The effects of these traps or filters, as certified by the system engineer or the equipment manufacturer, must be attached to each proof-of-performance record.

(j) Measurements made to determine the differential gain, differential phase and the chrominance-luminance delay inequality (chroma delay) shall be made in accordance with the NCTA Recommended Practices for Measurements on Cable Television Systems, 2nd edition, November 1989, on these parameters.

* * * * *

-City of Woburn Cable Television License-

CABLE SYSTEM SPECIFICATIONS (continued):

Stereo Pass-Through:

The Cable System shall be capable of cablecasting all Signals transmitted in stereo (BTSC format).

Class I-III Signals:

The technical specifications attached hereto shall apply to all Class I-Class III Signals transmitted in connection with the Cable System.

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EXHIBIT 3

Programming

It is the Licensee's intention to have the following channel line-up upon System Activation, subject to applicable law and the Licensee's editorial discretion.

Channel Selections Subject to Change

(See attached)

RCN Premium

HBO

SD	HD	
400	700	HBO
401	701	HBO Family
402	702	HBO 2
403	703	HBO Signature
404	704	HBO Zone
405	705	HBO Comedy
406	706	HBO Latino

cinemax

SD	HD	
410	710	Cinemax
411	711	MoreMAX
412	712	ThrillerMAX
413	713	ActionMAX
414	714	Movie Max
415	715	Max Latino
416	716	5Star MAX
417	717	OMAX

starz

SD	HD	
147		Encore MoviePlex
148		Encore RetroPlex
149		Encore IndiePlex
430	730	Starz
431	731	Starz Kids & Family
432	732	Starz Edge
433		Starz Cinema
434		Starz InBlack
435	733	Starz Comedy

SHOWTIME

SD	HD	
419		Showtime Family Zone
420	720	Showtime
421	721	Showtime 2
	722	Showtime 2 West HD
422	723	Showtime Showcase
	724	Showtime Showcase West HD
423	725	Showtime Extreme
424		Showtime Beyond
428		Showtime Next
429		Showtime Women



SD	HD	
425	726	The Movie Channel
426	727	TMC Xtra
427		Flix
	728	TMC Xtra West HD

Premium Sports

359 Fox Soccer Plus

HD Premiums

628	MAVTV HD
636	AWE HD
751	Smithsonian HD
762	MGM HD
763	Universal HD
770	ComedyTV HD
771	Pets.TV HD

Pay-Per-View

360	NFL RedZone (684 in HD)
910	HD Pay-Per-View Events & Movies
911-921	Adult
941-955	MLB Extra Innings or NHL Center Ice (seasonal)
960-965	ESPN Gameplan
980-989	Direct Kick MLS and NBA League Pass

RCN On Demand

Get free and unlimited access to thousands of hours of recorded popular programming content with RCN On Demand that you can watch whenever you want. You can watch your favorite sports, family, movies and original series with our diverse RCN On Demand library. Plus you will have access to your favorite music and music videos whenever you want!

Entertainment

ABC
AMC
BET
Bravo
Comedy Central
Discovery Channel
FX
ID Discovery
MavTV
MTV
NBC
OWN
Ovation
Ovation HD
Disney Junior
Spike
TBS
TNT
TruTV
USA
USA HD
VH1

Movies

IFC
Sundance
TCM
TMC

News & Information

Animal Planet
CNN
Military Channel
National Geographic
Destination America
Science Channel
Travel Channel

Fitness

Fitness

Hispanic

Telefutura
TUTV
Univision

Child & Family

Boomerang
Cartoon Network
Disney Channel
Nickelodeon
Nick Jr.
PBS Sprout
The Hub

Sports

ESPN
NFL Network
Speed Channel
NBC Sports Network

Music

CMT
Concert
Music Choice
VH1 Classic

Life & Home

Cooking Channel
Food Network
HGTV
Research Channel
TLC
WETV

The Cutting Edge

Adult Swim
Anime Network
FUEL TV
Paranormal
Syfy



Massachusetts 2014 Channel Lineup



1.800.RING.RCN | rcn.com

Certain programs require either Premiere Digital Cable or Signature Digital Cable with the Premiere Total Pack or the Movies & Entertainment and Family and Kids premiere packages. Not all services available in all areas. Channel locations and availability subject to change. HD television and HD converter box required to receive HD programming. Digital converter box required. All names, logos, images and service marks are the property of their respective owners.

Channel lineup accurate as of December 2013. © 2013 BecoCom, LLC. All rights reserved.



RCN Signature

SD	HD		SD	HD	
1		ON DEMAND*	224	642	Food Network
2	602	WGBH 02*	225	643	HGTV
3		Local Access*	230		Galavisión
4	604	WBZ CBS 4*	231		mun2
5	605	WCVB ABC 5*	240	633	Cartoon Network
6	609	WFX Fox 25*	241	649	Nickelodeon
7	607	WHDH NBC 7*	250	647	Disney Channel
8		RCN TV*	251		Disney Channel (West)
9		WENH PBS 11*	257		Qubo
10	611	WLVI CW 56*	260		EWTN
11	606	WSBK UPN 38*	261		TBN
12	615	WBXP ION 68*	262		Inspiration Network
13	613	Local Access*	263		The Word
14		WGBX PBS 44*	267		EWTN Español
15		Local Access*	270		SonLife Network*
16		WNEU Telemundo 60*	301		C-SPAN
17	617	WUNI Univision*	302		C-SPAN2
18		WBIN MyTV 18*	303		C-SPAN3
19		WVDP ShopHQ*	305	650	CNN
20		WYDN 48*	306	656	HLN
21		WMFP Plum TV*	310	651	CNBC
22	610	WUTF TeleFutura 66*	311	652	MSNBC
23	603	QVC*	315	653	Fox News Channel
24	664	Jewelry TV	318	618	NECN
25	601	HSN*	320	655	The Weather Channel
27	627	WGN*	322		Fusion
28		This TV	330		NASA TV
29		MeTV*	331		Pentagon Channel
40		HSN2*	333	660	Travel Channel
43		Movies!	335	661	Discovery Channel
45		V-me	336	663	OWN
53		Ebru	337	659	Investigation Discovery
54		France24	340	662	History
60	600	Sports Overflow	345	663	TLC
83		Local Access*	353		NBC Sports Premier
85		Catholic TV*			League Overflow #1
93		WGBH Kids*	354		NBC Sports Premier
94		WGBH World*			League Overflow #2
95		WGBH Create*			League Overflow #3
98		Local Access	355		NBC Sports Premier
99		Local Access			League Overflow #4
101	619	BET	356		NBC Sports Premier
105	620	A&E			League Overflow #5
106	621	Bravo	357		NBC Sports Premier
107	622	TBS			League Overflow #5
108	623	TNT	358	696	Outdoor Channel
109	624	USA	362	698	FX
110	625	Spike TV	363	681	ESPN
111	626	FX	364	682	ESPN2
112	630	Syfy	365	683	ESPN NEWS
115	637	E!	367	612	NESN
116	658	truTV		680	ESPN-U HD
117	632	Comedy Central	370	685	Comcast SportsNet
120	631	Animal Planet	375	689	FOX Sports 1
140	594	Reelz	382	691	NBC Sports Network
141	596	FXM		557	Justice Central HD
142	667	AMC		750	Velocity HD
143	592	Turner Classic Movies			
160	675	MTV			
165	676	VH1			
170	677	CMT			
190		QVC			
191	601	HSN			
192	564	Jewelry TV			
193		ShopHQ			
201	640	Lifetime Movie Network			
202	639	Lifetime			
205	638	WE			
211	646	Disney Junior			
212	644	Hallmark Channel			
221	669	TV Land			
222	641	ABC Family			

An asterisk denotes a Limited Basic Channel

RCN Premiere

Movies & Entertainment		SD	HD	
103		Centric		
113		Chiller		
125		TVOne		
126	550	BBC America		
128	673	GSN		
129	556	Nat Geo Wild		
130		Logo		
150	668	Encore		
151	743	Encore Action		
152		Encore Black		
153		Encore Classic		
154		Encore Suspense		
155		Encore Family		
156		Encore Westerns		
157	591	Ovation		
158	666	IFC		
159	590	Sundance Channel		
161	674	MTV2		
162		MTV Hits		
163		MTV Jams		
164		Tr3s		
166		VH1 Classic		
167		VH1 Soul		
168	588	Great American Country		
171		CMT Pure Country		
176		Music Choice Play		
178	635	Fuse		
Child & Family		SD	HD	
204		Lifetime Real Women		
210	565	Oxygen		
213	657	Hallmark Movie Channel		
215	645	Destination America		
216	558	DIY Network		
217	560	Cooking Channel		
218	755	Esquire Network		
226		Veria Living		
245		TeenNick		
246		Nick Too		
247		Nicktoons		
248		Nick Jr.		
249		Boomerang		
Sports		SD	HD	
361		Fox Deportes		
366		ESPN Classic		
368		ESPN-U		
369		ESPN Deportes		
374		MSG National		
376		YES		
378	579	beIN Sport		
380	575	CBS College Sports		
381	694	The Golf Channel		
383	577	FOX Sports 2		
384	629	G4		
386		HRTV		
387		TVG		
388	693	NHL		
389	690	NFL Network		
390	692	Tennis Channel		
391	695	MLB Network		
392	697	NBA TV		

RCN Signature

865	Rock	884	Today's Country
	Music Choice (Continued)	885	Country Hits
866	Metal	886	Classic Country
867	Alternative	887	Contemporary Christian
868	Adult Alternative	888	Pop Latino
869	Rock Hits	889	Musica Urbana
870	Classic Rock	890	Mexicana
871	Soft Rock	891	Tropicales
872	Love Songs	892	Romances
873	Pop Hits	893	Sounds of the Seasons
874	Party Favorites	894	Stage & Screen
875	Teen MC	895	Soundscapes
876	Kidz Only	896	Smooth Jazz
877	Toddler Tunes	897	Jazz
878	Y2K	898	Blues
879	90's	899	Singers & Swing
880	80's	900	Easy Listening
881	70's	901	Classical Masterpieces
882	Solid Gold Oldies	902	Light Classical
883	Pop Country		

International

268	The Jewish Channel ON DEMAND	789	Bandamax
465	Ebru (Turkish)	790	Telehit
469	ART (Arabic)	791	Ritmoson Latino
474	Sony Entertainment TV (South Asian)	792	Latele Novela
476	ITV Gold (South Asian)	794	MUN2
477	TV Asia (South Asian)	795	Discovery en Español
478	Zee TV (South Asian)	796	TV Chile
479	Aapka COLORS	797	TV Espanola
480	STAR India GOLD (South Asian)	798	CNN en Español
481	STAR India PLUS (South Asian)	800	History en Español
482	Life OK (South Asian)	801	Univision
483	Bollywood Hits ON DEMAND	802	Telemundo
485	itvn (Polish)	803	Telefuturo
486	TVN24 (Polish)	804	Galavisión
488	CCTV-4 (Chinese)	806	FOX Deportes
489	CTI-Zhong Tian (Chinese)	809	TBN Enlace
497	MBC (Korean)	810	EWTN en Español
498	TVK (Korean)	812	V-Me
504	TV JAPAN (Japanese)	813	CentroAmérica TV
507	Rai Italia (Italian)	815	WAPA America
508	SKY TG24 (Italian)	816	Telemicro Internacional
515	TV5MONDE (French)	817	Caracol TV
521	ANTENNA Satellite (Greek)	818	Ecuavisa Internacional
522	MEGA Cosmos (Greek)	821	Music Choice Pop Latino
528	Channel One Russia (Russian)	822	Music Choice Mexicana
529	RTN (Russian)	823	Music Choice Musica Urbana
530	RTVI (Russian)	824	Music Choice Tropicales
531	RTVI Plus (Russian)	825	Discovery Familia
532	NTV America (Russian)	826	Sorpresa
535	TFC (Filipino)	827	La Familia Cosmovision
536	GMA Pinoy TV (Filipino)	828	Disney XD en Español
537	GMA Life TV (Filipino)	829	Boomerang en Español
538	Myx TV (Pan Asian)	830	Semillitas
539	Filipino ON DEMAND	831	Tele El Salvador
540	RTPi (Portuguese)	832	TV Dominicana
541	TV Globo (Portuguese)	833	Pasiones
542	PFC (Portuguese)		
543	TV Record Internacional (Portuguese)		
	MiVision Lite		
780	FX		
781	FOX Deportes		
784	De Película Clasico		
785	De Película		
786	Cine Mexicano		
787	Cine Latino		
788	TR3s		

MiVision Plus
Includes ALL MiVision Lite
channels PLUS

805 ESPN Deportes
808 beIN Sport Español
820 Gran Cine
834 Viendo Movies

EXHIBIT 4

General Description of Woburn Institutional Network

RCN-BeCoCom LLC ("RCN") proposes to provide the fiber optic cable strands that will be needed to establish an institutional network ("I-NET") for the City of Woburn (the "City"). Two (2) single mode fiber optic strands will interconnect each of the buildings specified by the City to the RCN hub location using a star network topology. These fibers will be used exclusively for the I-NET and may not be used by the City to provide capacity to others without RCN's prior consent, which consent will not be unreasonably withheld..

The proposed fiber optic strands can be configured to provide a variety of voice, video and data services depending on the type and configuration of the end equipment. The following paragraphs depict one configuration that could be used to provide video and data transmission capacity over the fiber optic cable.

This conceptual design proposes extensive use of fiber strands to provide both video and data services to specified building locations. Two (2) single mode fibers will be terminated at each location requiring access to the I-NET. One fiber will be used for upstream transmission from the I-NET location to RCN's hub location in the City. The second fiber will be used for downstream transmission. This second fiber will be optically split, and therefore shared, with an average of five (5) other locations on the I-NET.

The two (2) fibers may be terminated in equipment that is specifically designed to carry video and data information. An analog modulated laser at the RCN hub site would be configured to support 550 MHz of downstream bandwidth. This provides the capability of delivering approximately 80 channels of video programming to the I-NET locations where the fiber terminates. The downstream signal could be optically split such that the signal from the lasers will feed an average of five (5) separate building locations on the I-NET. No intermediate amplification or active devices of any sort are required between the RCN hub site and the I-NET building location. This 100 percent fiber optic delivery system provides extremely high reliability and an enhanced quality of signal.

At the I-NET building location, the downstream fiber may terminate in a wall mounted optical receiver unit. This unit converts the optical signal into an analog modulated radio frequency ("RF") signal that can be distributed throughout the building using standard coaxial distribution cable.

At an I-NET location where video signal generation is required, signals from local studio equipment will be fed into a signal combiner which in turn is fed into an analog modulated laser. This laser has an approximate bandwidth of 330 MHz and can support up to ten (10) video channels. The return laser is connected to a fiber that provides a dedicated path between the I-NET location and the RCN hub site. This fiber is not shared with any other building on the network and therefore has the capacity of providing a large amount of bandwidth between the I-NET location and the RCN hub location.

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The data portion of the I-NET can be provided by equipping DS-1 RF modem units which would be configured in a point-to-point arrangement between each I-NET building and the RCN hub location. This configuration would provide a dedicated DS-1 transmission circuit between each designated building on the I-NET and the RCN hub location. The DS-1 circuits could be used to provide a variety of data services between the two (2) points on the I-NET. The DS-1 facilities can also be multiplexed onto a SONET system for transport from the RCN hub to the designated data center.

In conclusion, the foregoing I-NET description depicts only one possible equipment configuration that could be designed in conjunction with the proposed fiber optic network. RCN welcomes the opportunity to assist the City in developing alternative equipment configurations for an I-NET which would support other types of services and capacities.

EXHIBIT 5

City of Woburn

I-Net Buildings and Structures

RCN

I-Net Buildings	Address
Woburn City Hall	10 Common Street
Public Works Facility	North Warren St.
Water Department Pumping Station	Cove Street
Water Treatment Plant	Cove Street
Water Department Wellhead Pumps A – F, I	Horn Pond
Briarwood Road Sewer Pump Station	
Hillside Ave. Water Booster Pump Station	
Rag Rock Water Storage Facility	
Rag Rock Drive Water Booster Pump Station	
Mawn Drive Water Booster Pump Station	
Kosciusko Street Drive Water Booster Pump Station	
Whispering Hill Water Storage Facility	
Battlemarch Way Water Booster Pump Station	
Cerqua Drive Water Booster Pump Station	
Shaker Glen Water Booster Pump Station	
Dix Road Ext. Sewer Pump Station	
Waltham Street Water Storage Tank	
Janice Terrace Water Pump Station	
Crossman Road Water Pump Station	
Ledgewood Road Water Pump Station	
Sherman Place Water Booster Pump Station	
Hilltop Parkway Water Booster Pump Station	
Ingalls Street Water Booster Pump Station	
Garfield Avenue Sewer Pump Station	
Bradford Road Sewer Pump Station	
Blueberry Hill Water Pump Station	
Draper Street Sewer Pump Station	
Meter 200 Water Station	
Meter 230 Water Station	
Woburn Public Library	45 Pleasant Street
Thompson Memorial Library	33 Elm Street
Veterans Senior Center	144 School Street
Woburn Police Department	25 Harrison Avenue
Woodbrook Cemetary Office	Salem Street
Plympton Community Center	33 Plympton Street
School Department Administrative Center	55 Locus Street
Altavista Elementary School	990 Main Street
Clapp Elementary School	Hudson Street at Arlington Road

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Goodyear Elementary School	Orange Street
Woburn High School	88 Montvale Avenue
Hurld Elementary School	Bedford Road
Joyce Middle School	Locust Street
Kennedy Middle School	Middle Street
Linscott Elementary School	Elm Street
Reeves Elementary School	Lexington Street
Shamrock Elementary School	Eastern Avenue
Whyte Elementary School	Bow Street
Wyman Elementary School	Main Street
Woburn Fire Department Headquarters, Station 1	654 Main Street
Woburn Fire Department, Station 2	
Woburn Fire Department, Station 3	Main Street, Central Square
Woburn Fire Department, Station 4	
Woburn Fire Department, Station 5	
Woburn Housing Authority Administrative Office	59 Campbell Street
Woburn Redevelopment Authority Administrative Office	371 Main Street

EXHIBIT 6

City of Woburn

Additional I-Net Locations

RCN

<u>ID</u>	<u>Location</u>
1.	Commerce Way at Target
2.	Montvale Ave at Wood St
3.	Montvale Ave at Washington St
4.	Winn St at Kilby St
5.	Mishawum Rd at Industrial Way
6.	Commerce Way at Lowes
7.	Mishawum Rd at Woburn Mall
8.	Main St at Alfred St
9.	One (1) location from list below, TBD by City
10.	One (1) location from list below, TBD by City

1.	Presidential Way at Raytheon
2.	Commerce Way at Off-ramp
3.	Industrial Way at Ryan Rd
4.	Mishawum Rd at Ryan Rd
5.	Washington St at Salem St
6.	Montvale Ave at Central St
7.	Main St at Elm St
8.	Main St at Middlesex Canal Parkway
9.	Main St at Eaton Ave
10.	Main St at Clinton St
11.	Main St at Campbell St
12.	Main St at Montvale Ave
13.	Pleasant St at Warren Ave
14.	Main St at Fowle St
15.	Burlington St at Willow St
16.	Main St at Mishawum Rd
17.	Walnut Hill Parking Garage

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EXHIBIT 7

I-NET EQUIPMENT GRANT SCHEDULE OF PAYMENTS

Payments are due in full, at the amount stated, no later than the date noted.

Payment		Date		Amount
Initial Payment		Execution Date + 60 days		US \$50,000.00

EXHIBIT 8

City of Woburn
Cable Television Drops
Public Buildings and Structures
RCN

1. Woburn City Hall, 10 Common Street
2. Public Works Facility, North Warren Street
3. Water Department Pumping Station, Cove Street
4. Water Treatment Plant (under construction), Cove Street
5. Senior Housing – Warren Avenue
6. Senior Housing – Library Place
7. Senior Housing – Campbell Street
8. Senior Housing – Nichols Street Extension
9. Woburn Boys and Girls Club, Charles Gardiner Lane
10. St. Charles School, Main Street
11. North Suburban YMCA, Lexington Street
12. Woburn Public Library, 45 Pleasant Street
13. Thompson Memorial Library, 33 Elm Street
14. Veterans' Senior Center, 144 School Street
15. Woburn Police Department, 25 Harrison Avenue
16. Woodbrook Cemetary Office, Salem Street
17. Plympton Community Center, 33 Plympton Street
18. Woburn Fire Department Headquarters, 654 Main Street, Station 1
19. Woburn Fire Department, Station 2
20. Woburn Fire Department , Station 3, Main Street, Central Square
21. Woburn Fire Department, Station 4
22. Woburn Fire Department, Station 5
23. Woburn Housing Authority Administrative Office, 59 Campbell Street
24. Woburn Redevelopment Authority Administrative Office, 371 Main Street

EXHIBIT 9

City of Woburn
Cable Television Drops
Public School Buildings and Structures
RCN

1. School Department Administrative Center, 55 Locus Street
2. Altavesta Elementary School, 990 Main Street
3. Clapp Elementary School, Hudson St. at Arlington Rd.
4. Goodyear Elementary School, Orange Street
5. Woburn High School, 88 Montvale Avenue
6. Hurld Elementary School, Bedford Road
7. Joyce Middle School, Locust Street
8. Kennedy Middle School, Middle Street
9. Linscott Elementary School, Elm Street
10. Reeves Elementary School, Lexington St (replacement school under construction)
11. Shamrock Elementary School, Eastern Avenue (replacement school under design)
12. White Elementary School, Bow Street
13. Wyman Elementary School, Main Street

EXHIBIT 10

207 CMR 10.00: BILLING AND TERMINATION OF SERVICE

Section

- 10.01 Billing Practices Notice
- 10.02 Services Rates and Charges Notice
- 10.03 Form of Bill
- 10.04 Advance Billing and Issuance of Bills
- 10.05 Billing Due Dates, Delinquency, Late Charges and Termination of Service
- 10.06 Charges for Disconnection or Downgrading of Service
- 10.07 Billing Disputes
- 10.08 Security Deposits

10.01 Billing Practices Notice

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

10.02 Services Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list

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the old and new rate or charge and, if applicable, the old and new programming services provided.

- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where is shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03 Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill and or subscribers rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service,
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including but not be limited to basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due,

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- (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04 Advance Billing and Issuance of Bill

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

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

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

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given at least eight business days from the date of delinquency to pay the balance due.

(b) A charge of not more than 5% of the balance due may be imposed as a one-time late charge.

(c) No late charge may be assessed on the amount of a bill in dispute.

(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.

(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06 Charges for Disconnection or Downgrading of Service

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

- (a) A subscriber requests total disconnection from cable service; or
- (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.

(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07 Billing Disputes

(1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

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

10.08 Security Deposits

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

REGULATORY AUTHORITY

207 CMR 10.00: 47 U.S.C. § 552, M.G.L. c. 166A, §§ 2A. 3, 5(1), 10. 16 and 17.

EXHIBIT 11

FCC CUSTOMER SERVICE OBLIGATIONS

§76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

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

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

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

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

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

(1) *Cable system office hours and telephone availability* —

(i) The cable operator will maintain a local, toll-free or collect call

telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Communications between cable operators and cable subscribers —*

(i) Notifications to subscribers —

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

(1) Products and services offered;

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

(3) Installation and service maintenance policies

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

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

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

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

(ii) Billing —

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service

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charges and equipment limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

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

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

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

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

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

(4) *Definitions* —

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

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

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

EXHIBIT 12

GROSS ANNUAL REVENUES REPORTING FORM

Company: *RCN BECOCOM, LLC*

Municipality: *Woburn*

Revenue Period: Calendar Year: _____ Quarter: _____

I. Composition of Total Revenues Subject to License Fee:

A. Subscriber Revenues

Total Billing Category	Less Revenue Received	Revenue Revenue Excluded from Fee	Subject to License Fee
Basic Service			
Expanded Service Tier(s)			
Pay Programming			
Additional Outlets			
Converter			
Installations			
Collection Charges			
Late Charges			
Commercial (monthly)			
Other (specify)			
Pay-Per-View			
Cable Modem Revenues			
Advertising Revenues			
Home Shopping Revenues			
Other Revenues			
Revenue Adjustment (specify)			

Computation of License Fee Payable

Revenue Subject to Assessment (this period) _____

Multiplied by License Fee of 5% _____

Total License Fee Due _____

Less: Prior Year (overpayments) underpayment _____

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EXHIBIT 13

DELETED - See Section 6.2(a)

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EXHIBIT 14

CABLE DIVISION FORM 500

(See Attached)

City/Town:

Address:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

[illegible]