



**City of Woburn**  
Massachusetts

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**Scott D. Galvin**  
*Mayor*

RECEIVED

DEC 23 2020

December 15, 2020

Shonda D. Green, Secretary  
Mass. Department of Telecommunications and Cable  
1000 Washington Street, Suite 600  
Boston, MA 02118-6500

Mass. Dept. of  
Telecommunications & Cable

**RE: City of Woburn Verizon Renewal License Issuing Authority Statement**

Dear Secretary Green:

I am writing in my capacity as the cable license Issuing Authority for the City of Woburn to file with the Department a copy of the enclosed recently executed Woburn Verizon renewal license effective November 13, 2020 and to here provide the written public statement reporting the license grant and reasons for the grant in accordance with 207 Code of Massachusetts Regulations 3.06,

As reasons for the grant, it was found that the Licensee, among other things, substantially met the renewal criteria as set forth in the provisions of 47 U.S.C. § 546 (c)(1) and 207 CMR 3.06, including the Licensee having technical, financial and legal ability and the Licensee's proposal and renewal license reasonably meet the cable needs of the community. Further, the License provides reasonable customer service and license administration terms; the License continues funding for local facilities; and Licensee continues to provide the City capability for an HD access channel, which were, among other things, reasons for the Issuing Authority's renewal grant.

Please enter this statement and the enclosed Woburn Verizon renewal license in the Department's files as the City of Woburn's license filing pursuant to the Department's regulations. Thank you for your attention to this matter.

Very truly yours,

  
Scott D. Galvin  
Mayor

Enclosure

cc: William August, Esq., Woburn Cable Counsel  
Ellen Callahan Doucette, Esq., City Solicitor  
John Harrington, Esq., Verizon legal counsel

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
VERIZON NEW ENGLAND INC.**

**THE MAYOR  
of the  
CITY OF WOBURN,  
MASSACHUSETTS**

**NOVEMBER 13, 2020**

## **TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
1.	DEFINITIONS.....	2
2.	GRANT OF AUTHORITY; LIMITS AND RESERVATIONS .....	7
3.	PROVISION OF CABLE SERVICE .....	10
4.	SYSTEM OPERATION .....	11
5.	SYSTEM FACILITIES .....	11
6.	PEG SERVICES AND SUPPORT .....	12
7.	LICENSE FEES .....	16
8.	CUSTOMER SERVICE .....	17
9.	REPORTS AND RECORDS .....	17
10.	INSURANCE AND INDEMNIFICATION .....	18
11.	TRANSFER OF LICENSE .....	20
12.	RENEWAL OF LICENSE .....	20
13.	ENFORCEMENT AND TERMINATION OF LICENSE .....	21
14.	MISCELLANEOUS PROVISIONS.....	22
	SIGNATURE PAGE	

## **EXHIBITS**

**EXHIBIT A -- MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

**EXHIBIT B -- GROSS REVENUE REPORTING FORM**

**EXHIBIT C -- CUSTOMER SERVICE STANDARDS**

**EXHIBIT D -- PERFORMANCE BOND**

**THIS CABLE TELEVISION RENEWAL LICENSE ("License") is entered into by and between the Mayor of the City of Woburn, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the "Licensee").**

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

**WHEREAS, the Issuing Authority granted to Licensee effective as of October 13, 2005, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the City for a term of fifteen (15) years (the "Final License");**

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

**WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;**

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

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

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

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

**THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:**

## **1. DEFINITIONS**

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

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

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

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

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor governmental agency if any.

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

1.6. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Licensee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, which includes video programming, and which is provided to multiple Subscribers within the City. The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the City and shall not include the tangible Telecommunications Facilities of Licensee subject in whole or in part to Title II or of an Information Services provider.

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

1.8. *City*: The City of Woburn.

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

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

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

1.12. *Educational Access Channel*: An Access Channel provided to the City pursuant to the terms and conditions of this Renewal License and available for the non-

commercial use of the local public schools and/or its PEG Access Designee(s) in the City as determined by the Issuing Authority.

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

1.14. *Force Majeure*: An event or events reasonably beyond the ability of Licensee or City to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, epidemics, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

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

1.16. *Government Access Channel*: An Access Channel available for the non-commercial government use of the Issuing Authority and/or its PEG Access Designee as determined by the Issuing Authority.

1.17. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles (GAAP), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the City, including, without limitation, the following items: fees, charges and payments collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Services); installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the City based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the City based on the number of Subscribers; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (including the License Fee (Section 6.1), the PEG Access Support (Section 5.4), and the PEG Grant (Section 5.3)) as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the City is included in their respective gross revenue. Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the provision of Cable Services over the Cable System in the City, and not the revenues of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees and paid to the Issuing Authority. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, nothing herein shall prevent the Licensee from allocating a greater amount of the combined revenue to Cable Services than is otherwise provided pursuant to GAAP.

Provided, however, that Gross Revenue shall not include:

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

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

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

1.17.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Licensee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

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

1.17.6. The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable license fees from purchaser's customer;

1.17.7. The sale of Cable Services to customers which are exempt, as required or allowed by the City including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

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

1.17.9. Any foregone revenue which Licensee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions designated in this License; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

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

1.17.11. Program launch fees; and

1.17.12. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

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

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

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

1.21. *Issuing Authority*: The Mayor of the City of Woburn.

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

1.23. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

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

1.25. *Non-Cable Services*: Any service that does not constitute the provision of Cable Services, including, but not limited to, Information Services and Telecommunications Services.

1.26. *Normal Business Hours*: Those hours during which Licensee's retail locations 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.

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

- 1.28. *PEG*: Public, educational, and governmental.
- 1.29. *PEG Access Channel*: Shall have the meaning set forth in Section 6.1.1 of this License.
- 1.30. *PEG Access Designee*: Any entity designated in writing by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including but not limited to, any Access Corporation.
- 1.31. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- 1.32. *Public Access Channel*: An Access Channel made available to the City and/or the PEG Access Designee for PEG Access programming pursuant to the terms of this License.
- 1.33. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the City. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.
- 1.34. *Service Interruption*: The loss of picture or sound on one or more cable Channels.
- 1.35. *Standard (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i or such higher resolution as determined by the Licensee in its sole discretion.
- 1.36. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.
- 1.37. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.
- 1.38. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).
- 1.39. *Title II*: Title II of the Communications Act, Common Carriers, as amended, under which Licensee has upgraded its network with the FTTP Network.
- 1.40. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended, which governs only the provision of Cable Services by Licensee.

1.41. *Transfer of the License:*

1.41.1. Any transaction in which:

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

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

1.41.2. However, notwithstanding Sections 1.41.1.1 and 1.41.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee.

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

1.43. *Video Service Provider or VSP:* Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the City, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity using any portion of the Public Rights-of-Way that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the City.

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

2.1. *Grant of Authority:* Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the City, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this License.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term:* The term of this License shall be for a period of five (5) years, commencing on November 13, 2020 (the "Effective Date"), and shall expire at midnight on November 12, 2025, unless sooner revoked or terminated as provided herein.

**2.4 Termination Generally:** Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 31st month following the Effective Date.

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

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

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

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

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

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

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

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

**2.5.4** Modification of the PEG Grant and PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Sections 6.3 and 6.4 hereunder. As stated above, PEG Grant and PEG Access Support are not subject to modification under Sections 2.5.1, 2.5.2 or 2.5.3.

**2.6. Grant Not Exclusive:** This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the

Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted shall not adversely impact the authority as granted under this License and shall not interfere with the Cable System or the FTTP Network.

2.7. *License Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.8. *No Waiver:*

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

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

2.9. *Construction of License:*

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

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

2.9.3. Should any change to state law have the lawful effect of materially altering the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this License without further obligation to the City or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the City's police powers. However, if the reasonable, necessary and lawful exercise of the City's police power results in any material alteration of the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this License without further obligation to the City

or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

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

### **3. PROVISION OF CABLE SERVICE**

#### **3.1. *Service Area:***

3.1.1. Subject to the issuance of all necessary permits by the City, the Licensee shall continue to offer Cable Service to all residential households in the City, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the City; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the City; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units that the Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiations, as reasonably determined by the Licensee; (F) in areas, developments, buildings or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units; (G) in areas where the occupied residential household density does not meet the density requirement set forth in Section 3.1.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.1.2. *Density Requirement:* Subject to Section 3.1.1, the Licensee shall make Cable Services available to residential dwelling units in all areas of the City where the average density is equal to or greater than 30 occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the City in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee shall provide Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within one hundred twenty-five (125) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential

dwelling unit connections that exceed one hundred twenty-five (125) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* Subject to Section 3.1.1, if requested by the Issuing Authority pursuant to written notice to Licensee, the Licensee shall provide, without charge within the City, one service outlet activated for Basic Service to each fire station, public school, police station, public library, and such other municipal public buildings as are designated by the Issuing Authority and set forth **Exhibit A**. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred twenty five (125) feet of drop cable; provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed. The Issuing Authority and Licensee shall each exercise reasonable efforts to coordinate the location of municipal and public school outlets not installed as of the Effective Date.

#### **4. SYSTEM OPERATION**

The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the City over such Telecommunications Facilities is restricted by federal and state law, and the City does not and will not assert jurisdiction over Licensee's FTTP Network in contravention of those limitations.

#### **5. SYSTEM FACILITIES**

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

5.1.1. The Cable System shall be operated with an initial digital passband of 50-860 MHz.

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

5.1.3 The Cable System shall comply with applicable FCC technical standards, if any, as such standards may be amended from time to time.

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

5.2. *Interconnection:* The Licensee shall operate its Cable System so that it may be interconnected with other cable systems in the City. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

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

## **6. PEG SERVICES AND SUPPORT**

### **6.1 *PEG Access Channels:***

6.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, capacity for three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 6.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

6.1.2. In addition to the three (3) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, as follows: Starting on the Effective Date of this License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to the Issuing Authority or the PEG Access Designee within two hundred seventy (270) days of the Licensee's receipt of such written notice. The Issuing Authority shall include in its written notice a statement of whether the programming of such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming in HD or distinct programming. The Issuing Authority or its PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an SD PEG Access Channel simulcast in HD, upon one hundred eighty (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

6.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution consistent with the definition of "High Definition" in Section 1.18 above. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term. The Issuing Authority expressly acknowledges that an HD PEG Access Channel may not be available at all times during the term of this License on Licensee's Basic Service Tier and that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

### **6.2. *PEG Interconnection and Cablecasting:***

6.2.1. The Licensee shall continue to connect its Cable System to equipment owned by the City and/or the PEG Access Designee at the Woburn High School, 88 Montvale Avenue, Woburn, MA 01801 (the "PEG Interconnection Site"). The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the City's PEG

Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the City and initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or its PEG Access Designee. Any upgrade or change referenced in subsections (i) through (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, including with respect to video or audio quality, shall not be deemed to be "initiated" by the Issuing Authority or its PEG Access Designee.

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

6.2.3. The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial channels of similar format and resolution, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control.

### 6.3. *PEG Grant:*

6.3.1. Licensee shall pay to the Issuing Authority a PEG Grant to be used for PEG Access Channel capital funding purposes (the "PEG Grant"), as follows:

Within forty-five days of the Effective Date, Licensee shall pay to the Issuing Authority the sum of Thirty-Five Thousand Five Hundred Dollars (\$35,500). Two additional payments in the same dollar amount of Thirty-Five Thousand Five Hundred Dollars (\$35,500) shall be paid by the Licensee to the Issuing Authority on the first and second anniversaries of the Effective Date. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant.

6.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligation set forth above, the Licensee's obligations under this Section 6.3 shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to such lesser total payments required to be made by any such VSP to the City. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the City. Notwithstanding the foregoing, if at any time during the term of this License, such VSP ceases to provide cash grants to the City in support of the production of local PEG programming or cable-related purposes in accordance with the terms of its respective license agreement, then Licensee's PEG Grant obligation shall also cease for so long as such other VSP's cash payments have ceased. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other provider's failure to provide a cash grant in accordance with the schedule set forth in such provider's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the City by such VSP shall not count towards the cash grants referenced in this paragraph.

6.3.3. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the PEG Grant remittances within ninety (90) days following the PEG Grant payment date for which such payments were applicable. Any such refund shall be requested in writing by Licensee and shall include an itemized account of the basis of the refund requested. The PEG Grant shall not be counted against either the PEG Access Support payment required by Section 6.4, or any License Fee required by Section 7.1. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

#### 6.4. *PEG Access Support:*

6.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount equal to five percent (5.0%) of annual Gross Revenue as defined in Section 1.17 above, provided however, that if the City issues or renews any cable licenses after the Effective Date that provide for a lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be reduced to match such lower percentage over that same time period.

6.4.2. The PEG Access Support payment (Section 6.4.1) shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue reporting form substantially in the form of **Exhibit B**. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

6.4.3. Any payment of PEG Access Support under this Section 6.4.1 shall be subject to the limitation in Section 7.2. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account or other special revenue account and not into the general fund, which account will be under the Issuing Authority's control, subject to applicable law.

6.5. *Indemnification for PEG Programming:* The City shall require the PEG Access Designee to require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License, and to hold harmless and defend Licensee and the City from and against any and all liability or other injury including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. Pursuant to Section 611 of the Communications Act (47 U.S.C. § 531), the City shall establish rules and procedures regarding the use of the PEG Channel capacity.

6.6. *Recovery of Costs:* To the extent permitted by applicable federal law, the Licensee shall be allowed to recover the costs of the PEG Grant, the PEG Access Support and any other costs, including interconnection costs (in accordance with applicable laws and/or regulations), arising from the provision of PEG Access services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

6.7. *Listing of PEG Access Programming On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request, discuss with the Issuing Authority the technical feasibility and commercial reasonability of listing the City's PEG Access Channel program content titles on the Licensee's electronic program guide; however, the Licensee shall not be required by this Section 6.7 to list the City's PEG Access Channel program content titles on its electronic program guide.

6.8. *PEG Access Channel Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request, discuss with the

Issuing Authority the technical feasibility and commercial reasonability of providing PEG Access Channel programming VOD in the City; however, the Licensee shall not be required by this Section 6.8 to provide PEG Access Channel programming VOD in the City.

6.9. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section 6.7 shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

6.10. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee or PEG Access Channel user is not a party to this License and that any provisions herein that may affect a PEG Access Designee or PEG Access Channel user are not intended to create any rights on behalf of, or conferred upon, any PEG Access Designee or PEG Access Channel user.

## **7. FRANCHISE AND LICENSE FEES**

7.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the City, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee").

7.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee pursuant to this License and applicable law in excess of five percent (5%) of its annual Gross Revenues (as defined in Section 1.17 above) and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. 542 and FCC regulations and orders pursuant thereto.

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

7.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by Licensee is due.

### **7.5. Recomputation and Audit:**

7.5.1. Tender or acceptance of any payment made pursuant to Article 6 or 7 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 Issuing Authority may have for additional sums.

7.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after

receipt of such notice to provide the City with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this License. Any audit shall be initiated through written notice to the Licensee by the Issuing Authority, and the Issuing Authority or auditor employed by the Issuing Authority shall submit its complete request for records within one (1) month of the Issuing Authority providing written notice of the audit. Subject to the confidentiality provisions of Section 9.1, and execution of a non-disclosure agreement with an auditor directly employed by the Issuing Authority, all records necessary for an audit shall be made available by Licensee to the Issuing Authority or its auditor for inspection at an office of Licensee. If, after such audit and recomputation, the Issuing Authority determines that an additional fee is owed to the City, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any such undisputed amounts within sixty (60) business days after completion of such review. If the results of an audit indicate an overpayment by Licensee of any payment, the Issuing Authority shall return to Licensee the amount of such overpayment within thirty (30) days of completion of the audit. All audits must be conducted by an independent third party that is a Certified Public Accountant and who shall not be permitted to be compensated on a success-based formula (e.g., payment based on an underpayment of fees, if any).

#### **8. CUSTOMER SERVICE**

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

#### **9. REPORTS AND RECORDS**

9.1 *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect Licensee's books and records pertaining to Licensee's provision of Cable Service in the City at any time during Licensee's regular business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the City. The Issuing Authority shall treat any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

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

9.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Licensee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

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

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

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

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

**10. INSURANCE AND INDEMNIFICATION**

**10.1. Insurance:**

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

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

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

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

10.1.2. The City shall be included as an additional insured as their interest may appear under the License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

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

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

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

**10.2. Indemnification:**

10.2.1. Licensee shall indemnify and hold the City, its officials, boards, commissions, committees, agents and/or employees harmless at all times during the term of this License from any and all claims for injury and damage to persons or property, both real and personal, caused by the actions of Licensee, its employees, officers or agents arising out of the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this License, provided that the City shall give Licensee timely written notice of its request for indemnification provided that in any event the City shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action. Notwithstanding the foregoing, Licensee shall not indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Licensee and/or Licensee's contractors and agents in connection with PEG Access, use of the City's Institutional Network or the EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Licensee's indemnity obligations set forth in Section 10.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the City by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the City, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the City, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the City and the City does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

10.2.3. The City shall hold harmless and defend Licensee from and against, and shall be responsible for, damages, liability or claims resulting from or arising out of the willful misconduct or gross negligence of the City.

10.2.4. The City shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the City for acts of the City which constitute willful misconduct or negligence, on the part of the City, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

10.3. *Performance Bond.* Licensee shall provide to the City security for the performance of Licensee's obligations under this License in the amount of \$100,000. The form of this security may, at Licensee's option, be a performance bond, letter of credit, cash deposit, cashier's check or other security reasonably acceptable to the Issuing Authority. In the event Licensee posts a performance bond, it shall be substantially in the form of **Exhibit D**. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the City recoverable under the bond.

## **11. TRANSFER OF LICENSE**

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.41 above.

## **12. RENEWAL OF LICENSE**

12.1. *Governing Law:* The City and Licensee agree that any proceedings undertaken by the City that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, the Massachusetts Cable Law and Section 14.13 below.

12.2. *Needs Assessments:* In addition to the procedures set forth in Section 626 of the Communications Act, the City shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License. Such assessments shall be provided to Licensee by the City promptly so that Licensee has adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of this License prior to expiration of its term.

12.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Licensee and the City agree that at any time during the term of the then current License, while affording the public appropriate notice and opportunity to comment, the City and Licensee

may agree to undertake and finalize informal negotiations regarding renewal of the then current License and the Issuing Authority may grant a renewal thereof.

12.4. *Consistent Terms:* Licensee and the City consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Communications Act.

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

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

13.2. *Licensee's Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the City shall provide Licensee with written confirmation that such cure has been effected.

13.3. *Public Hearing:* In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if the City seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

13.4. *Enforcement:* Subject to applicable federal and state law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

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

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

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10.3 above; or

13.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 13.5.

13.5. *Revocation:* Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 13.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

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

13.5.2. Following the second public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

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

#### **14. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

14.6. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the City required under this License.

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

14.7.1. Notices to Licensee shall be mailed to:

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

with a copy to:

Verizon Legal Department  
140 West Street, 6th Floor  
New York, NY 10007

Attention: Monica Azare, Vice President and  
Deputy General Counsel

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

City of Woburn  
Woburn City Hall  
10 Common Street  
Woburn, MA 01801  
Attention: Office of the Mayor

City Attorney/Law Department  
c/o Woburn City Hall  
10 Common Street  
Woburn, MA 01801  
Attention: Office of the City Attorney

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

14.9. *Amendments or Modifications:* Except as otherwise provided herein, this License shall not be amended or modified except by written instrument executed by both parties.

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

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

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

14.13. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the City or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of

revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

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

14.15. *No Third Party Beneficiaries:* The provisions of this License are for the benefit of the Licensee and the Issuing Authority and do not confer rights in or benefits upon or for any other Person.

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

**[SIGNATURE PAGE FOLLOWS]**

AGREED TO AS OF THE 13<sup>TH</sup> DAY OF NOVEMBER, 2020.

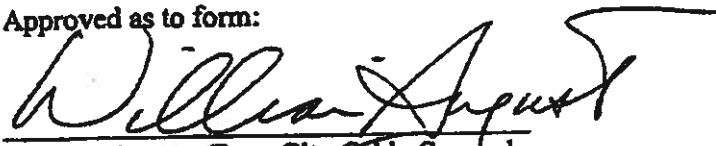
City of Woburn

By: 

Mayor Scott Galvin, as Issuing Authority

Date: November 13, 2020

Approved as to form:



William August, Esq., City Cable Counsel

Epstein & August, LLP

Date: November 13, 2020

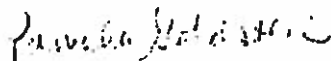
Verizon New England Inc.

By: 

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

Date: November 13, 2020

Approved as to Form:



Verizon Law Department

Date: November 13, 2020

Signature Page

City of Woburn Renewal License – 11/13/20

AGREED TO AS OF THE 13<sup>TH</sup> DAY OF NOVEMBER, 2020.


City of Woburn

By: \_\_\_\_\_  
Mayor Scott Galvin, as Issuing Authority  
Date: November 13, 2020

Approved as to form:

\_\_\_\_\_  
William August, Esq., City Cable Counsel  
Epstein & August, LLP  
Date: November 13, 2020

Verizon New England Inc.

By:   
Kevin M. Service, Senior Vice President of  
Operations – Consumer and Mass Business Markets  
Date: November 13, 2020

Approved as to Form:



\_\_\_\_\_  
Verizon Law Department  
Date: November 13, 2020

Signature Page

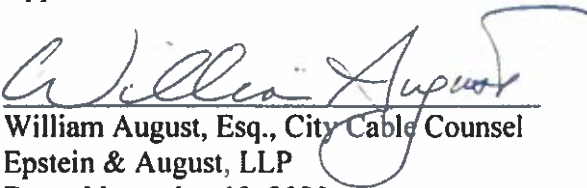
City of Woburn Renewal License – 11/13/20

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William August, Esq., City Cable Counsel  
Epstein & August, LLP  
Date: November 13, 2020

Verizon New England Inc.

By: \_\_\_\_\_  
Kevin M. Service, Senior Vice President of  
Operations – Consumer and Mass Business Markets  
Date: November 13, 2020

Approved as to Form:

\_\_\_\_\_  
Verizon Law Department  
Date: November 13, 2020

## **EXHIBITS**

**EXHIBIT A -- MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

**EXHIBIT B -- GROSS REVENUE REPORTING FORM**

**EXHIBIT C -- CUSTOMER SERVICE STANDARDS**

**EXHIBIT D -- PERFORMANCE BOND**

## **EXHIBIT A**

### **MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

Woburn City Hall, Common Street  
Public Works Facility, North Warren Street  
Water Treatment Plant, Cove Street  
Senior Housing, Warren Avenue  
Senior Housing, Library Place  
Senior Housing, Campbell Street  
Senior Housing, Nichols Street Extension  
Woburn Boys and Girls Club, Charles Gardiner Lane  
Saint Charles School, Main Street  
North Suburban YMCA, Lexington Street  
Thompson Memorial Library, Elm Street  
Woburn Public Library, Pleasant Street  
Veterans' Senior Center, School Street  
Woburn Police Department, Harrison Avenue  
Woodbrook Cemetery Office, Salem Street  
Woburn Fire Department, Station 1, Main Street  
Woburn Fire Department, Station 2, Main Street  
Woburn Fire Department, Station 3, Main Street  
Woburn Fire Department, Station 4, Central Street  
Woburn Fire Department, Station 5, Lexington Street  
Altavesta Elementary School, Main Street  
Goodyear Elementary School, Orange Street  
Hurld-Wyman 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, Green Street  
White Elementary School, Bow Street  
Wyman Elementary School, Main Street  
Woburn High School, Montvale Avenue  
City Hall Engineers Conference Room

## EXHIBIT B

### GROSS REVENUES REPORTING FORM

#### PEG Report 1st Quarter [YEAR]

**Sample City**

**Verizon - fBA**

**MA**

**PEG Fee Rate:**

**%**

	MONTH	MONTH	MONTH	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
License Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts subject to PEG Fee Calculation				
PEG Grant Before Adjustment				
Adjustment				
PEG Grant				

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Renewal License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

## **EXHIBIT C**

### **CUSTOMER SERVICE STANDARDS**

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

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

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

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

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

D. **Standard Installation:** Installations where the Subscriber is within one hundred twenty-five (125) feet of trunk or feeder lines.

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

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

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

C. Licensee may use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

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

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

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

- (1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.
- (2) Percentage of time customers received busy signal when calling the Verizon service center as set forth in Subsection 2.E.

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

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

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

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

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

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

C. The Licensee shall provide the City with a report upon written request from the City, but in no event more than twice annually, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request.

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

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

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

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

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

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

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

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

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

E. The Licensee shall provide the City with a report upon written request from the City, but in no event more than twice annually, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request. The above measurements and reporting may be based on calendar or accounting periods at the Licensee's option.

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

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

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

## **SECTION 5: SUBSCRIBER COMPLAINTS**

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

## **SECTION 6: BILLING**

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. In accordance with applicable law(s) and regulations, the Licensee shall, without limitation as to additional line items, be allowed to itemize as separate line items,

License fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of bills.

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

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

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

(1) The Subscriber pays all undisputed charges;

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

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

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

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

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

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

A. The Licensee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to the Licensee, or 3) who rent Subscriber equipment from the Licensee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Licensee may charge Subscribers with

poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Licensee may charge for Subscriber equipment is the cost of the equipment which the Licensee would need to purchase to replace the equipment rented to the Subscriber.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) A separate electronic notification.

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

F. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Licensee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) To the extent applicable, channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the City, but with a notice advising the Subscriber to initially contact the Licensee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Licensee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Licensee's office to which complaints may be reported.

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

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

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all Cable Services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

## **EXHIBIT D**

### **FORM OF PERFORMANCE BOND**

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

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

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

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

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

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

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

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

**This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.**

**IN WITNESS WHEREOF**, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this \_\_\_\_ day of \_\_\_\_\_, 2020.

**Principal**

**Surety**

By: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Attorney-in-Fact

Accepted by Obligee: \_\_\_\_\_  
(Signature & date above - Print Name, Title below)